

2(b)  
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Jerry

**AGREEMENT  
CONTRACT 95-2B**

For BIOREMEDIATION, CANTON DROP FORGE, CANTON, OHIO.

THIS AGREEMENT, made and entered into at Canton, Ohio, this 21<sup>st</sup> day of June, 1995, by and between Canton Drop Forge Inc. (CDF) and Beaver Excavating, with an office located at 4650 Southway St. S.W., Canton, Ohio, hereinafter called the "CONTRACTOR".

*Cutter Company*  
147,720 Lagoon 2  
74,820  
222,540  
WITNESSETH

That the CONTRACTOR has agreed and by these presents does agree that the CONTRACTOR, for the consideration of \$105,540.00 paid by CDF hereinbefore mentioned and contained in the proposal, and under penalty expressed in a bond bearing even date with these presents, and herein contained or hereunto annexed to furnish at his own cost and expense, all the necessary materials, labor, superintendence, tools and equipment, and shall execute, construct, finish and test in an expeditious, substantial and workmanlike manner, said improvements shown on the contract drawings described in the included specification or required by CDF, with all equipment and appurtenances, commencing work within (10) days from the date of notice from CDF to commence work and executing the same within the time and in the manner specified and in conformity with the requirements set forth in the specification herein contained or hereunto attached in accordance with the contract drawings of said work on file in the office of CDF and all to the acceptance of said CDF.

The project will consist of removing the sludges lining Lagoon #1 and Lagoon #2 and using ex-situ bio-remediation technology to reduce Total Petroleum Hydrocarbon (TPH) contamination levels of the excavated materials to below the target level of 380 ppm.

The estimated removal quantities are 3,000 c.y. from Lagoon #1 and 6,000 c.y. from Lagoon #2. During excavation the contractor shall maintain quantity estimates and keep CDF informed of the quantity removed. If it appears that material beyond the estimated quantity will require removal, the contractor shall immediately contact CDF representatives. CDF may halt removal prior to reaching the estimated quantities or request the removal of material beyond the estimated quantities. Payment will be based on the actual quantity of material removed and the unit prices. Tasks related to the bioremediation project include, but are not limited to, excavation of lagoon linings, transport of excavated materials to the on-site treatment areas, treatability studies, bio-cell design, bio-cell construction, bulking of excavated materials to enhance bioremediation, inoculation of materials to be treated and maintenance of biocell(s).

Once excavation of the lagoon materials is complete the contractor shall immediately "seed" the lagoon lining and walls prior to putting the lagoon back into service.

The contractor shall also estimate the type and number of samples for laboratory analysis that shall be retrieved by an independent agent.

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof at such times and in such order as the Engineer or his duly authorized agent may direct. Further, he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of CDF and their Engineer.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions, or stipulations of this contract according to the true intent and meaning thereof, then CDF may avail itself of any or all remedies provided in that behalf in the contract, and shall have the right and power to proceed in accordance with provisions thereof.

It is hereby agreed by the parties to this Agreement that the provisions contained in the "Invitation for Bids", in the "Information and Instructions to Bidders", in the "Proposal and Bid Form", in the "Insurance Specifications", in the "Performance Bond", in the "General Conditions", in the "Supplemental General Conditions", and in the Lab Reports for the improvement, shall constitute integral parts of the agreement and collectively that they shall comprise and be known as the Agreement. It is hereby mutually agreed that CDF is to pay and the CONTRACTOR is to receive, a full compensation for furnishing all materials and labor in building, constructing, and in all respects completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed.

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Subject to the applicable provisions of law, this Agreement shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures, the day and year first above mentioned.

CONTRACTOR

BEAVER EXCAVATING

Witness: Kristina L. Casto

By: Stanley R. Evans

Date: June 15, 1995

Title: Stanley R. Evans, Project Manager

Attest: Margie Parks

CANTON DROP FORGE, INC.  
By: William K. Corder

Date: 6-21-95

\* BEAVER EXCAVATING'S PROPOSAL DATED 4-28-95 AND LETTER DATED 6-12-95

The following items shall be considered to be part of the Canton Drop Forge Bioremediation contract documents.

### EXCAVATION COORDINATION

All instruction and coordination regarding the excavation, transportation and placement of soil and sludge shall be the sole responsibility of the Bioremediation contractor. Invoices for excavation services shall be passed directly to CDF with no mark-up. Payment for excavation services shall be made by CDF directly to the excavation contractor. All invoices from the excavator shall be approved by the Critter Company prior to payment by CDF.

### PROGRESS MONITORING AND PAYMENT

Monitoring shall be achieved by sampling the biocell contents and testing for TPH by EPA Method 418.1. Target levels of 380 mg/kg will be used for this project.

Progress sampling shall occur approximately once a month during summer months and once every two months during winter months. Each sampling session will consist of five (5) random samples from the biocell material. When the average TPH concentration of the five (5) samples is less than the appropriate level, and no single sample has a TPH concentration more than 15 percent (15%) above the treatment level, the appropriate payment will be made. PHC-DRO analysis will be performed on composite samples at the beginning, approximate middle, and end of treatment.

Payments shall be made based on the treatment level achieved.

After establishing initial contamination concentration with five (5) random samples, payments will be made according to the following:

**HAMMONTREE & ASSOCIATES, LIMITED**

FIRST 4,500 CY

| <u>Treatment Level</u><br><u>(% reduction of TPH)</u> | <u>Payment, %</u> |
|---|-------------------|
| 25%   | 18%               |
| 50%   | 9%                |
| 75%   | 9%                |
| 100%*   | <u>9%</u>         |
| Total   | 45%               |

SECOND 4,500 CY

| <u>Treatment Level</u><br><u>(% reduction of TPH)</u> | <u>Payment, %</u> |
|---|-------------------|
| 25%   | 18%               |
| 50%   | 9%                |
| 75%   | 9%                |
| 100%  | <u>9%</u>         |
| Total   | 90%**             |

\*Target level of 380 mg/kg by EPA Method 418.1 is to be achieved, see section titled "Acceptance of Target Levels".

\*\*The final 10% payment will be made one month after achieving target levels, provided that a confirmatory set of lab results indicate that acceptable target levels have been achieved.

HAMMONTREE & ASSOCIATES, LIMITED

### ACCEPTANCE OF TARGET LEVELS

Sampling sessions will consist of five (5) random samples from the biocell material. When four (4) of the five (5) random samples are below the target level of 380 mg/kg and the fifth random sample is not more than ten percent (10%) over the target level, treatment of the material within the biocell shall be considered conditionally complete. Three more random samples shall then be taken to verify treatment progress. If two (2) of the three (3) additional random samples have TPH levels less than or equal to 380 mg/kg and the third sample is not more than ten percent (10%) over the target level, treatment of the material within the biocell shall be considered complete and payment for that portion of the project paid.

### REMOVAL OF SLUDGES AND SOIL FROM CDF SITE

No material from the CDF site shall be removed from CDF property without CDF consent. Should material removal be required for any reason, CDF materials shall not be mixed with any other materials (bulking, etc.) without CDF consent. The location and status of all materials leaving CDF shall be communicated with CDF as requested.

HAMMONTREE & ASSOCIATES, LIMITED

# ACORD. CERTIFICATE OF INSURANCE

CSR TB  
BEAVE-2

DATE (MM/DD/YY)  
6-15-95

**PRODUCER**

THE GENERAL INSURANCE AGENCY  
P O BOX 709  
DUBLIN OH 43017-0809

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY  
**A** CNA INSURANCE COMPANIES

COMPANY  
**B** CRUM & FORSTER COMMERCIAL INS

COMPANY  
**C** TO CERTIFICATE HOLDER: WE HAVE ISSUED THIS CERTIFICATE AS REQUESTED. PLEASE CHECK THIS DOCUMENT TO VERIFY THAT IT COMPLIES WITH YOUR CONTRACT WITH OUR INSURED. IF IT DOES NOT, PLEASE CONTACT OUR OFFICE IMMEDIATELY.

COMPANY  
**D**

614-798-1222

**INSURED**

THE BEAVER EXCAVATING COMPANY  
P O BOX 6059  
CANTON OH 44706

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                               |
|--------|--|---------------|----------------------------------|-----------------------------------|--------------------------------------|
| A      | <b>GENERAL LIABILITY</b>   | GL115034282   | 05/15/95                         | 05/15/96                          | GENERAL AGGREGATE \$ 2,000,000       |
|        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 2,000,000  |
|        | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                                     |               |                                  |                                   | PERSONAL & ADV INJURY \$ 1,000,000   |
|        | <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT   |               |                                  |                                   | EACH OCCURRENCE \$ 1,000,000         |
|        |  |               |                                  |                                   | FIRE DAMAGE (Any one fire) \$ 50,000 |
|        |  |               |                                  |                                   | MED EXP (Any one person) \$ 5,000    |
| A      | <b>AUTOMOBILE LIABILITY</b>  | BUA115034296  | 05/15/95                         | 05/15/96                          | COMBINED SINGLE LIMIT \$ 1,000,000   |
|        | <input checked="" type="checkbox"/> ANY AUTO   |               |                                  |                                   | BODILY INJURY (Per person) \$        |
|        | <input type="checkbox"/> ALL OWNED AUTOS   |               |                                  |                                   | BODILY INJURY (Per accident) \$      |
|        | <input checked="" type="checkbox"/> SCHEDULED AUTOS  |               |                                  |                                   | PROPERTY DAMAGE \$                   |
|        | <input checked="" type="checkbox"/> HIRED AUTOS  |               |                                  |                                   |                                      |
|        | <input checked="" type="checkbox"/> NON-OWNED AUTOS  |               |                                  |                                   |                                      |
|        | <b>GARAGE LIABILITY</b>  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$           |
|        | <input type="checkbox"/> ANY AUTO  |               |                                  |                                   | OTHER THAN AUTO ONLY: \$             |
|        |  |               |                                  |                                   | EACH ACCIDENT \$                     |
|        |  |               |                                  |                                   | AGGREGATE \$                         |
| B      | <b>EXCESS LIABILITY</b>  | 5530253112    | 05/15/95                         | 05/15/96                          | EACH OCCURRENCE \$ 3,000,000         |
|        | <input checked="" type="checkbox"/> UMBRELLA FORM  |               |                                  |                                   | AGGREGATE \$ 3,000,000               |
|        | <input type="checkbox"/> OTHER THAN UMBRELLA FORM  |               |                                  |                                   | \$                                   |
|        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |               |                                  |                                   | STATUTORY LIMITS                     |
|        | THE PROPRIETOR/<br>PARTNERS/EXECUTIVE<br>OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL |               |                                  |                                   | EACH ACCIDENT \$                     |
|        |  |               |                                  |                                   | DISEASE - POLICY LIMIT \$            |
|        |  |               |                                  |                                   | DISEASE - EACH EMPLOYEE \$           |
|        | <b>OTHER</b>   |               |                                  |                                   |                                      |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

ANY AND ALL WORK PERFORMED FOR THE CERTIFICATE HOLDER. (13)

ORIGINAL

**CERTIFICATE HOLDER**

Hammontree & Associates Limited  
5233 Stoneham Road  
N. Canton, Ohio 44720

BLANK-1

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Samy D. Loe*

# ACORD. CERTIFICATE OF INSURANCE

CSR TB  
BEAVE-2

DATE (MM/DD/YY)  
6-15-95

PRODUCER  
THE GENERAL INSURANCE AGENCY  
P O BOX 709  
DUBLIN OH 43017-0809

614-798-1222  
INSURED

THE BEAVER EXCAVATING COMPANY  
P O BOX 6059  
CANTON OH 44706

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## COMPANIES AFFORDING COVERAGE

COMPANY A CNA INSURANCE COMPANIES

COMPANY B CRUM & FORSTER COMMERCIAL INS

COMPANY C TO CERTIFICATE HOLDER: WE HAVE ISSUED THIS CERTIFICATE AS REQUESTED. PLEASE CHECK THIS DOCUMENT TO VERIFY THAT IT COMPLIES WITH YOUR CONTRACT WITH OUR INSURED. IF IT DOES NOT, PLEASE CONTACT OUR OFFICE IMMEDIATELY.

COMPANY D

## COVERAGES

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| CO LTR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                               |
|--------|--|---------------|----------------------------------|-----------------------------------|--------------------------------------|
| A      | GENERAL LIABILITY  | GL115034282   | 05/15/95                         | 05/15/96                          | GENERAL AGGREGATE \$ 2,000,000       |
|        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 2,000,000  |
|        | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                               |               |                                  |                                   | PERSONAL & ADV INJURY \$ 1,000,000   |
|        | <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT   |               |                                  |                                   | EACH OCCURRENCE \$ 1,000,000         |
|        |  |               |                                  |                                   | FIRE DAMAGE (Any one fire) \$ 50,000 |
|        |  |               |                                  |                                   | MED EXP (Any one person) \$ 5,000    |
|        |  |               |                                  |                                   |                                      |
| A      | AUTOMOBILE LIABILITY   | BUA115034296  | 05/15/95                         | 05/15/96                          | COMBINED SINGLE LIMIT \$ 1,000,000   |
|        | <input checked="" type="checkbox"/> ANY AUTO   |               |                                  |                                   | BODILY INJURY (Per person) \$        |
|        | <input type="checkbox"/> ALL OWNED AUTOS   |               |                                  |                                   | BODILY INJURY (Per accident) \$      |
|        | <input type="checkbox"/> SCHEDULED AUTOS   |               |                                  |                                   | PROPERTY DAMAGE \$                   |
|        | <input checked="" type="checkbox"/> HIRED AUTOS  |               |                                  |                                   |                                      |
|        | <input checked="" type="checkbox"/> NON-OWNED AUTOS  |               |                                  |                                   |                                      |
|        |  |               |                                  |                                   |                                      |
|        | GARAGE LIABILITY   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$           |
|        | <input type="checkbox"/> ANY AUTO  |               |                                  |                                   | OTHER THAN AUTO ONLY: \$             |
|        |  |               |                                  |                                   | EACH ACCIDENT \$                     |
|        |  |               |                                  |                                   | AGGREGATE \$                         |
| B      | EXCESS LIABILITY   | 5530253112    | 05/15/95                         | 05/15/96                          | EACH OCCURRENCE \$ 3,000,000         |
|        | <input checked="" type="checkbox"/> UMBRELLA FORM  |               |                                  |                                   | AGGREGATE \$ 3,000,000               |
|        | <input type="checkbox"/> OTHER THAN UMBRELLA FORM  |               |                                  |                                   | \$                                   |
|        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |               |                                  |                                   | STATUTORY LIMITS \$                  |
|        | THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL |               |                                  |                                   | EACH ACCIDENT \$                     |
|        |  |               |                                  |                                   | DISEASE - POLICY LIMIT \$            |
|        | OTHER  |               |                                  |                                   | DISEASE - EACH EMPLOYEE \$           |

ORIGINAL

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
ANY AND ALL WORK PERFORMED FOR THE CERTIFICATE HOLDER. (14)

## CERTIFICATE HOLDER

Canton Drop Forge  
4575 Southway St. S.W.  
Canton, Ohio 44706

BLANK-1

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Samy D. Hoeft*

**STATE OF OHIO  
BUREAU OF WORKERS' COMPENSATION**

COLUMBUS, OHIO 43215

**CERTIFICATE OF PREMIUM PAYMENT**

This certifies that the employer listed below has paid into the State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified.

THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED.

RISK NO. AND EMPLOYER

PERIOD SPECIFIED BELOW

0281767

01-01-95 THRU 06-30-95

BEAVER EXCAVATING CO  
4650 SOUTHWAY RD S W  
CANTON OH 44706

BWC-1622 (Rev. 9/92)  
DP-22

*Wes Trimble*  
CEO/ADMINISTRATOR

THIS CERTIFICATE MAY BE REPRODUCED AS NEEDED





## THE BEAVER EXCAVATING COMPANY

June 12, 1995

2(b)  
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Canton Drop Forge  
c/o Hammontree & Associates  
5233 Stoneham Rd.  
North Canton, OH 44720

Attn: Gene G. Hill, E.I.T., M.S.

Gentlemen:

Enclosed is your signed contract and our original quotation to Environmental Resources, Inc. (The Critter Co.).

As you know, we had bid this project as a subcontractor, and therefore have not included any general conditions as noted in your specifications 01039 through 01700 inclusive. These items should be performed by The Critter Co.

Also, The Critter Co. was providing all inoculation, discing, maintenance, performance warranties, liability insurance for impact to the environment due to the performance of the work, etc. all as described in our quotation dated 4/28/95.

We have signed the enclosed contract with the understanding that this letter and our original quotation of 4/28/95, describing our work scope, be included as attachment to the contract.

Payment to us will be monthly for the work performed in the previous month, not on a pro-rata basis as stipulated on pages 1 and 2, Progress Monitoring & Payment, of the enclosed contract.

If you have any questions, please feel free to call.

Thank you,

Stanley R. Evans  
Project Manager

gi

Encls.





# THE BEAVER EXCAVATING COMPANY

April 28, 1995

Environmental Resources, Inc.  
P.O. Box 276  
Westerville, OH 43081

Attn: Scott Klingensmith, General Manager

Re: Canton Drop Forge  
Removal & Bioremediation of the Sludge  
Lining Lagoons #1 & #2

Gentlemen:

We are pleased to quote the following:

|            |   |                     |
|------------|---|---------------------|
| 1.1.)      | Removal of materials lining lagoon 1.   |                     |
|            | 3,000 cy @ \$5.50/c.y.  | \$ 16,500.00        |
| 1.2)       | Transportation of materials from lagoon 1 to biocell.   |                     |
|            | 3,000 cy @ \$5.80/c.y.  | \$ 17,400.00        |
| 2.1)       | Removal of materials lining lagoon 2.   |                     |
|            | 6,000 cy @ \$5.50/c.y.  | \$ 33,000.00        |
| 2.2)       | Transportation of materials from lagoon 2 to biocell.   |                     |
|            | 6,000 cy @ \$5.80/c.y.  | \$ 34,800.00        |
| 1.3 & 2.3) | Construction of biocell dike for lagoon #1 and #2 material<br>(3' wide x 3' high with on-site adjacent material). |                     |
|            | 1920 lf @ \$2.00/l.f.   | <u>\$ 3,840.00</u>  |
|            | <b>Total .....</b>  | <b>\$105,540.00</b> |



Environmental Resources, Inc.  
Attn: Scott Klingensmith  
April 28, 1995  
Page -2-

Clarifications:

Work Not Included:

- 1.) Erosion and sedimentation control.
- 2.) Dewatering or pumping.
- 3.) Relocation of utilities.
- 4.) Permits.
- 5.) Testing and certification.
- 6.) Sheeting or shoring.
- 7.) On-site safety representative.
- 8.) Office trailer or temporary facilities.
- 9.) As-built drawings.
- 10.) Bulking materials.
- 11.) Haz-mat work or 40 hour trained personnel.
- 12.) Finish grading, topsoil, seed & mulch, weed killer.
- 13.) Dust prevention.
- 14.) Hauling any materials off-site or onto site.
- 15.) Compaction of soils.
- 16.) Moisture control.
- 17.) Biocell closure.
- 18.) Bond.

Bid is based upon:

- 1.) We do not accept any liability whatsoever for additional work or disposal of the unsuitable or contaminated material, or if bioremediation fails, we have not included disposal of lagoon materials.
- 2.) We do not accept CDF disclaimer, last paragraph, on Page 3-2 of Detailed Specifications, Unclassified Excavation and Disposal.
- 3.) We have included safety flagging for the perimeter of the lagoons, during cleaning. We have not included any other protection, repair, or safety measures for protection of persons, property, structures, utilities, environment, side slopes, roads, etc., and do not accept liability for same.
- 4.) We can provide a pump to pump storm water into CDF's discharge sump on a time and material basis, rates enclosed.
- 5.) Disking and maintenance of biocells will be provided on a time and material basis, rates enclosed.
- 6.) We have assumed a minimum of three (3) acres of biocell area.

Environmental Resources, Inc.

Attn: Scott Klingensmith

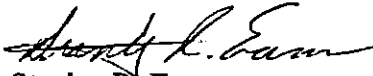
April 28, 1995

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- 7.) Biocell construction includes construction of 1920 l.f. of dikes 3' high and 5' wide at base. We have not included stripping or grading of biocell site.
- 8.) Biocell dike material will be pushed up using on-site soil adjacent to dike and dozer tracked in place.
- 9.) Payment to be monthly for work performed in previous month.
- 10.) If we are awarded a subcontract for the above project, the indemnification clause will need to be revised to the satisfaction of our insurance carrier.

If you have any questions, please feel free to call.

Thank you,



Stanley R. Evans  
Project Manager

gi



# EQUIPMENT RENTAL RATES

EFFECTIVE JANUARY 1, 1994

Page 1 of 4

## TYPE OF EQUIPMENT

## PER HOUR RATE

These rates include operator, fuel & maintenance unless noted otherwise.

Equipment move-in charge is machine rental rates times actual transportation time in hours (one hour minimum charge).

Large drag lines, cranes, backhoes, bulldozers, blades, rippers, etc. that require disassembly for transport and reassembly on the jobsite will be charged for required labor and lowboy time.

### BACKHOES:

|   |                      |                  |
|---|----------------------|------------------|
| 6400 Link Belt.....                           | 3 1/2 to 5 cy.....   | Price on Request |
| Cat 235, 5800 Link Belt.....                  | 1 to 2 1/2 cy.....   | \$ 112.00        |
| 300 Komatsu.....                              | 1 to 2 cy.....       | \$ 94.00         |
| Cat 225, John Deere 690.....                  | 3/4 to 1 1/2 cy..... | \$ 87.00         |
| John Deere 490, 590.....                      | 5/8 to 1 cy.....     | \$ 77.00         |
| Ford Rubber Tired Backhoe 755, 750, 655 ..... |                      | \$ 72.00         |
| Ford Rubber Tired Backhoe 555 .....           |                      | \$ 66.00         |
| Gradall G660 .....                            |                      | \$ 110.00        |

### BULLDOZERS:

|                                     |           |
|-------------------------------------|-----------|
| *Cat D9L, Fiat Allis HD-31.....     | \$ 140.00 |
| *Cat D9N, D9G, D8L .....            | \$ 135.00 |
| *Cat D8N, International TD-25.....  | \$ 115.00 |
| Cat D7H, D7G .....                  | \$ 98.00  |
| Cat D6H, International TD15-E ..... | \$ 92.00  |
| Cat D5H .....                       | \$ 88.00  |
| Case 1150 .....                     | \$ 86.00  |

\*Add \$ 25.00 per hour when using Hyd. Ripper



C E L E B R A T I N G F O R T Y Y E A R S

4650 Southway S.W. • P.O. Box 6059 • Canton, Ohio 44706  
216 478-2151 FAX 216 478-2122

CDF001083

THE BEAVER EXCAVATING CO.

EQUIPMENT RENTAL RATES

Page 2 of 4  
January 1, 1994

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TYPE OF EQUIPMENT

PER HOUR RATES

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WHEEL LOADERS:

|  |           |
|--|-----------|
| Fiat Allis 945B.....7 cy.....          | \$ 130.00 |
| Cat 966D, John Deere 644.....4 cy..... | \$ 92.00  |
| Michigan 75C.....3 to 3 1/2 cy.....    | \$ 88.00  |
| John Deere 544 .....2 to 2 1/2 cy..... | \$ 80.00  |
| Bobcat 743 .....                       | \$ 77.00  |

TRACK LOADERS:

|  |           |
|--|-----------|
| Cat 977L w/demo bucket.....                  | \$ 120.00 |
| Cat 963 w/demo bucket.....                   | \$ 110.00 |
| Cat 963 w/std. bucket.....2 1/2 to 3 cy..... | \$ 100.00 |
| Cat 953.....2 to 2 1/2 cy.....               | \$ 82.00  |
| Cat 951 .....1 1/2 to 1 3/4 cy...            | \$ 78.00  |
| Case 450.....                                | \$ 68.00  |

CRANES:

|  |          |
|--|----------|
| Bucyrus Erie 30B HD Drag Line.....       | \$ 92.00 |
| JLG 1500U Hyd. Truck Crane (15 Ton)..... | \$ 82.00 |
| Link Belt LS78 Dragline.....             | \$ 82.00 |

SCRAPERS:

|   |           |
|---|-----------|
| Cat 631 C, D, E .....                     | \$ 150.00 |
| Cat 631B .....21 to 30 cy.....            | \$ 130.00 |
| Fiat Allis 161 Self Loading....15 cy..... | \$ 110.00 |

THE BEAVER EXCAVATING CO.

EQUIPMENT RENTAL RATES

Page 3 of 4  
January 1, 1994

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| TYPE OF EQUIPMENT | PER HOUR RATE |
|-------------------|---------------|
|-------------------|---------------|

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GRADERS:

|                               |          |
|-------------------------------|----------|
| Cat 16G.....                  | \$ 98.00 |
| Cat 14G & John Deere 770..... | \$ 90.00 |
| John Deere 570 B.....         | \$ 82.00 |

ROLLERS:

|  |           |
|--|-----------|
| Cat 825 Sheepsfoot w/blade.....                                      | \$ 120.00 |
| Cat, Raygo, Bomag Vibrating (smooth drum),<br>(self propelled),..... | \$ 80.00  |
| Sheepsfoot Roller (prime mover additional).....                      | \$ 25.00  |
| Ford 2000 w/broom, International w/broom.....                        | \$ 60.00  |
| Vermeer T600D Frost Saw (teeth extra).....                           | \$ 185.00 |

TRUCKS:

|  |           |
|--|-----------|
| Large Dump Trucks (Tandem & Triaxle).....  | \$ 56.00  |
| Single Axle Dump Trucks.....               | \$ 50.00  |
| Tractor & Dump Trailer.....                | \$ 70.00  |
| Tractor & Hyd. Lowboy.....                 | \$ 85.00  |
| Tractor & Straight Lowboy or Flat Trl..... | \$ 70.00  |
| Water Truck.....                           | \$ 56.00  |
| Delivery Truck.....                        | \$ 38.00  |
| John Deere Water Wagon.....                | \$ 85.00  |
| Cat 613B Water Wagon.....                  | \$ 95.00  |
| Euclid 35 Ton (off road truck).....        | \$ 110.00 |
| Volvo 25 Ton Off Road 6 Wheel Drive.....   | \$ 125.00 |

THE BEAVER EXCAVATING CO.

EQUIPMENT RENTAL RATES

Page 4 of 4  
January 1, 1994

| TYPE OF EQUIPMENT | PER HOUR RATE |
|-------------------|---------------|
|-------------------|---------------|

EQUIPMENT WITH NO OPERATOR:

|   |          |
|---|----------|
| Air Compressor 85 to 185.....CFM w/hose.....  | \$ 16.00 |
| Air Compressor 200 to 375.....CFM w/hose..... | \$ 22.00 |
| Air Compressor 750.....                       | \$ 32.00 |

Water Pumps:

|                                       |          |
|---------------------------------------|----------|
| 10" with 50 ft. hose.....             | \$ 30.00 |
| 6" with 50 ft. hose.....              | \$ 18.00 |
| 4" with 50 ft. hose (trash pump)..... | \$ 15.00 |
| 1 1/2" - 3" with 50 ft. hose.....     | \$ 12.00 |

|   |          |
|---|----------|
| Tramac BRH750 Hyd. Concrete Breaker.....          | \$ 60.00 |
| Stanley MB1850 Hyd. Concrete Breaker.....         | \$ 55.00 |
| Allied #88 Hyd. Concrete Breaker.....             | \$ 50.00 |
| Air Ram (incl. point) (375 compressor extra)..... | \$ 25.00 |
| Rammax Roller.....                                | \$ 25.00 |
| Hoe Pac (soil compactor) Track Hoe.....           | \$ 25.00 |
| Hoe Pac (soil compactor) Rubber Tired Hoe.....    | \$ 15.00 |
| Compactor & Tampers (hand).....                   | \$ 12.00 |

|   |          |
|---|----------|
| Jackhammers & Air Tampers.....          | \$ 12.00 |
| Chain Saw.....                          | \$ 15.00 |
| Sewer Laser.....                        | \$ 12.00 |
| Torches (oxygen & acetylene extra)..... | \$ 6.00  |

PER DATE RATE

|                                 |           |
|---------------------------------|-----------|
| Rome Disc.....                  | \$ 200.00 |
| Floor Saw (blades extra).....   | \$ 80.00  |
| Cut-off Saw (blades extra)..... | \$ 60.00  |
| Cement Bucket.....              | \$ 50.00  |
| Headache Ball.....              | \$ 50.00  |
| Material Handling Box.....      | \$ 60.00  |
| Dragline Mats.....              | \$ 20.00  |
| Street Plates.....              | \$ 15.00  |
| Sewer Box.....                  | \$ 100.00 |

Note: The above rental rates are for normal conditions. Certain equipment applications which cause abnormal wear could require special negotiated rates. Special additional services such as sealing truck beds requires installation charges.





LABOR RATES - EFFECTIVE JULY 1, 1993

| <u>Classification</u> | <u>Rate</u> | <u>Overtime<br/>Time &amp;<br/>Half</u> | <u>Overtime<br/>Time &amp; One<br/>Half w/Mach</u> | <u>Overtime<br/>Double</u> | <u>Overtime<br/>Double<br/>w/Mach</u> |
|-----------------------|-------------|---|--|----------------------------|---------------------------------------|
| Superintendent        | \$53.97     | \$73.75                                 |  | \$93.53                    |                                       |
| Foreman - General     | \$45.72     | \$62.21                                 |  | \$78.70                    |                                       |
| *Operator-Class A     | \$35.18     | \$47.07                                 | \$11.89  | \$58.97                    | \$23.79                               |
| Operator-Class B      | \$35.00     | \$46.82                                 | \$11.82  | \$58.64                    | \$23.64                               |
| Operator-Class C      | \$33.44     | \$44.64                                 | \$11.20  | \$55.84                    | \$22.40                               |
| Operator-Class D      | \$32.78     | \$43.72                                 | \$10.94  | \$54.65                    | \$21.87                               |
| Operator-Class E      | \$27.01     | \$35.64                                 | \$ 8.63  | \$44.26                    | \$17.25                               |

\*Operator Classifications: (A) Crane, Backhoe, & Gradall (B) Dozer, Loader, Grader, Pan & Paver (C) Asphalt Roller & Pump (D) Compressors & Rollers, Compactors & Farm Type Equipment (E) Oilers

|                                     |         |         |         |         |         |
|-------------------------------------|---------|---------|---------|---------|---------|
| Driver-Single, Tandem &<br>Tri-Axle | \$28.30 | \$37.68 | \$ 9.38 | \$47.06 | \$18.76 |
| Driver-Semi Dump                    | \$28.53 | \$38.00 | \$ 9.47 | \$47.46 | \$18.93 |
| Driver-Lowboy                       | \$28.93 | \$38.56 | \$ 9.63 | \$48.19 | \$19.26 |
| Labor-Journeyman                    | \$28.79 | \$38.79 |         | \$48.79 |         |
| Labor-Air & Power<br>Tools          | \$28.79 | \$38.79 |         | \$48.79 |         |
| Labor-Bottom Person<br>& Pipe Layer | \$28.90 | \$38.94 |         | \$48.98 |         |
| Labor-Pusher                        | \$29.57 | \$39.88 |         | \$50.20 |         |
| Bricklayer-<br>Journeyman           | \$32.39 | \$43.35 |         | \$54.31 |         |
| Bricklayer-<br>Foreman              | \$33.89 | \$45.45 |         | \$57.01 |         |
| Carpenter-<br>Journeyman            | \$32.70 | \$44.00 |         | \$55.30 |         |
| Carpenter-Foreman                   | \$34.20 | \$46.10 |         | \$58.00 |         |
| Cement Finisher                     | \$32.74 | \$43.80 |         | \$54.85 |         |
| Cement Fin.Foreman                  | \$34.25 | \$45.89 |         | \$57.54 |         |

THE BEAVER EXCAVATING COMPANY

W. Mark Sterling  
President



C E L E B R A T I N G F O R T Y Y E A R S

4650 Southway S.W. • P.O. Box 6059 • Canton, Ohio 44706  
216 478-2151 FAX 216 478-2122

CDF001087

**BID AND CONTRACT  
FORMS**

**CANTON DROP FORGE**  
**Stark County, Ohio**  
**Proposal for**  
**BIOREMEDIATION**  
**Contract 95-2**

- NOTE 1: THE SIGNING OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE INSTRUCTIONS TO BIDDERS AND THE SPECIFICATIONS AND PROVISIONS AND THAT THE BIDDER WILL ENTER INTO THE CONTRACT IF HE IS AWARDED THE BID AND WILL ENTER SAID CONTRACT WITHIN TEN (10) DAYS OF NOTICE OF AWARD. BID IS TO BE FIRM AND MAY NOT BE WITHDRAWN FOR A PERIOD OF SIXTY (60) CALENDAR DAYS.
- NOTE 2: THE BIDDER AGREES THAT CANTON DROP FORGE HAS THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITY IN ANY BID AND THAT THE BIDDER SHALL NOT DISPUTE THE CORRECTNESS OF THE METHODS USED IN COMPUTING THE LOWEST RESPONSIBLE BIDDER.
- NOTE 3: ALL COSTS OF MAINTENANCE WORK DURING CONSTRUCTION AND BEFORE THE FINAL ACCEPTANCE IS MADE SHALL BE INCLUDED IN THE LUMP SUM PRICES BID ON THE VARIOUS BID ITEMS AND THE CONTRACTOR WILL NOT BE PAID AN ADDITIONAL AMOUNT FOR SUCH WORK.

TO: CANTON DROP FORGE  
4575 SOUTHWAY STREET S.W.  
P.O. BOX 44706  
CANTON, OHIO 44706

FROM: The Critter Company, Inc.  
FIRM NAME  
6890 E. Sunrise Drive, #120-10  
Tucson, Arizona 85715  
ADDRESS  
TELEPHONE NO. (520) 299-9808

**Canton Drop Forge  
Ex-Situ Bioremediation - Lagoon #1**

April 1995

| Item No | Item  | Est'd Quantity | Unit | Separate Unit Prices (figures) |             | Combined Unit Prices<br>(to be written in words) | Quantity Times Unit Total |
|---------|---|----------------|------|--------------------------------|-------------|--|---------------------------|
|         |   |                |      | Mat'L                          | Labor       | Mat'l-Labor-Unit-Total                           | Amount                    |
| 1.1     | Removal of materials lining Lagoon 1                                    | 3,000          | c.y. | N/A                            | \$5.50/cy   | FIVE DOLLARS AND FIFTY CENTS PER CUBIC YARDS     | \$16,500                  |
| 1.2     | Transportation of materials from Lagoon 1 to biocell(s)                 | 3,000          | c.y. | N/A                            | \$5.80/cy   | FIVE DOLLARS AND EIGHTY CENTS PER CUBIC YARDS    | \$17,400                  |
| 1.3     | Construction of biocell(s) for Lagoon 1 materials                       | Lump           | Lump | N/A                            | \$1,920     | ONE-THOUSAND AND NINE HUNDRED AND TWENTY DOLLARS | \$ 1,920                  |
| 1.4     | Treatability study of materials in Lagoon 1                             | Lump           | Lump | N/A                            | N/A         | -  | -                         |
| 1.5     | Bulking of materials from Lagoon 1 with on site materials if required*  | 1,000          | c.y. | N/A                            | N/A         | -  | -                         |
| 1.6     | Bulking of materials from Lagoon 1 with off site materials if required* | 1,000          | c.y. | N/A                            | N/A         | -  | -                         |
| 1.7     | Inoculation of materials in Lagoon 1 biocell(s)**                       | 3,000          | c.y. | \$4.00/c.y.                    | \$8.00/c.y. | TWELVE DOLLARS PER CUBIC YARD                    | \$36,000                  |
| 1.8     | Inoculation of Lagoon 1 lining after sludge removal                     | Lump           | Lump | \$1,000                        | \$2,000     | THREE THOUSAND DOLLARS                           | \$ 3,000                  |
| 1.9     | Site visits   | 30             | Ea.  | Included on item 1.7           |             | -  | -                         |
|         |   |                |      |                                |             |  |                           |

If the contractor does not expect the use of bulking material please indicate by using N/A

\* All items may not be required. Unit process will still be useful in the event that all items are required.

\*\* Inoculation costs shall be based on c.y. of material excavated from the Lagoon #1, not the bulked volume.

Sub-Total Lagoon No. 1 \$ 74,820.00

**Canton Drop Forge  
Ex-Situ Bioremediation - Lagoon #2**

April 1995

| Item No | Item  | Est'd Quantity | Unit | Separate Unit Prices (figures) |             | Combined Unit Prices (to be written in words) | Quantity Times Unit Total |
|---------|---|----------------|------|--------------------------------|-------------|---|---------------------------|
|         |   |                |      | Mat'L                          | Labor       | Mat'l-Labor-Unit-Total                        | Amount                    |
| 2.1     | Removal of materials lining Lagoon 2                                    | 6,000          | c.y. | N/A                            | \$5.50/c.y. | FIVE DOLLARS AND FIFTY CENTS PER CUBIC YARDS  | \$33,000                  |
| 2.2     | Transportation of materials from Lagoon 2 to biocell(s)                 | 6,000          | c.y. | N/A                            | \$5.80/c.y. | FIVE DOLLARS AND EIGHTY CENTS PER CUBIC YARDS | \$34,800                  |
| 2.3     | Construction of biocell(s) for Lagoon 2 materials                       | Lump           | Lump | N/A                            | \$1,920     | ONE-THOUSAND, NINE HUNDRED AND TWENTY DOLLARS | \$ 1,920                  |
| 2.4     | Treatability study of materials in Lagoon 2                             | Lump           | Lump | N/A                            | N/A         | -   | -                         |
| 2.5     | Bulking of materials from Lagoon 2 with on site materials if required*  | 6,000          | c.y. | N/A                            | N/A         | -   | -                         |
| 2.6     | Bulking of materials from Lagoon 2 with off site materials if required* | 6,000          | c.y. | N/A                            | N/A         | -   | -                         |
| 2.7     | Inoculation of materials in Lagoon 2 biocell(s)**                       | 6,000          | c.y. | \$4.00/c.y.                    | \$8.00/c.y. | TWELVE DOLLARS PER CUBIC YARDS                | \$72,000                  |
| 2.8     | Inoculation of Lagoon 2 lining after sludge removal                     | Lump           | Lump | \$2,000                        | \$4,000     | SIX THOUSAND DOLLAR                           | \$ 6,000                  |
| 2.9     | Site visits   | 30             | Ea.  | Included 2.7                   | on item     | -   | -                         |
|         |   |                |      |                                |             |   |                           |

If the contractor does not expect the use of bulking material please indicate by using N/A

\* All items may not be required. Unit process will still be useful in the event that all items are required.

\*\* Inoculation costs shall be based on c.y. of material excavated from the Lagoon #2, not the bulked volume.

Sub-Total Lagoon No. 2 \$ 147,720.00

TOTAL AMOUNT OF BID  
Two-Hundred and Twenty-Two (\$ 222,540.00)  
(Written Out) Thousand, Five-Hundred and Forty dollars and no cents.

The Contractor agrees to complete all of the work specified for this contract within five hundred forty-eight (548) calendar days (one and one half years) after the date of Notice to Proceed. The bid prices shall include all labor, materials, equipment, overhead, profit, insurance, etc., to cover the finished work. Should contamination still exceed target levels (TPH≤380 ppm), after one and one half years, a meeting between CDF representatives and the contractor shall occur. Based on this meeting CDF will either:

1. Require that all contaminated material resulting from this project be excavated and moved off site for disposal (no further treatment) at a regulated landfill, at no cost to CDF.

OR

2. Allow the contractor six (6) additional months to achieve target levels at no cost to CDF. If after the six (6) month extension target levels have not been achieved, CDF may exercise Option 1. Should the landfilling option be exercised, the contractor must receive CDF approval of all proposed disposal activities prior to disposal. After disposal CDF shall receive documentation verifying proper disposal. If the Contractor does not submit an approved disposal plan within six (6) months of the formal decision to exercise Option 1, CDF may seek outside contractors to remove the TPH contaminated soil resulting from ex-situ bio-remediation attempts. If in-situ means are used, 3,000 c.y. from Lagoon #1 and 9,000 c.y. from Lagoon #2 shall be removed. CDF will bill the bio-remediation contractor for all disposal activities.

Bidder understands that Canton Drop Forge (CDF) reserves the right to reject any or all bids and waive any informalities in the bidding. The bidder agrees that this bid shall be good any may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of Notice of Award by CDF, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required. The bid security attached in the form of \_\_\_\_\_ in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become the property of CDF in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to CDF caused thereby.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

\*See attached Proposal

**CANTON DROP FORGE  
ALTERNATE BID  
IN-SITU BIOREMEDIATION**

**IN-SITU BIOREMEDIATION - LAGOON #1**

Item 3.1    In-Situ Bioremediation of  
              Lagoon #1. This shall  
              consist of reducing the  
              TPH contamination of    \$ \_\_\_\_\_  
              approximately 3,000 c.y.    Lump  
              of material to  $\leq 380$  ppm.

**IN-SITU BIOREMEDIATION - LAGOON #2**

Item 4.1    In-Situ Bioremediation of  
              Lagoon #2. This shall  
              consist of reducing the  
              TPH contamination of    \$ \_\_\_\_\_  
              approximately 6,000 c.y.    Lump  
              of material to  $\leq 380$  ppm

\$ \_\_\_\_\_  
Total Cost

\* SEE ATTACHED  
FAXED COPY

CANTON DROP FORGE  
Stark County, Ohio  
Proposal for  
BIOREMEDIATION  
Contract No. 95-2

CANTON DROP FORGE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS.  
THE BID WILL BE AWARDED TO THE LOWEST RESPONSIBLE BIDDER.

BID IS FIRM FOR SIXTY (60) DAYS.

ATTACHMENTS: BID GUARANTY BOND OR CONSENT OF SURETY FORM.  
NON-COLLUSION AFFIDAVIT

SIGNATURE CLAUSE:

IF A CORPORATION

\_\_\_\_\_  
NAME OF CORPORATION

SIGNATURE: \_\_\_\_\_  
PRESIDENT

SIGNATURE: \_\_\_\_\_  
SECRETARY

IF A PARTNERSHIP:  
(List All Partners)

\_\_\_\_\_  
NAME OF PARTNERSHIP

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

IF AN INDIVIDUAL DOING BUSINESS  
UNDER THE FIRM NAME AND STYLE OF: \_\_\_\_\_

STATE OF OHIO

COUNTY OF \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC



## EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

2(b)  
3

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business as a General Contractor under you present business name? 4 (Since 1991)
2. How many years have you been in principal officer of a general contracting firm under another name? -

3. What projects of a similar nature has your organization completed? \*Client confidentiality prevents The Critter Company from disclosing site specific information.

(Note: Fill out each blank completely)

\*\*References have been provided at the bottom of this sheet.

| Name of Owner and Location | Name and Address of Person in Responsible Charge as Reference | Class of Work | Amount of Contract | Date of Completion |
|----------------------------|---|---------------|--------------------|--------------------|
|                            |   |               |                    |                    |
|                            |   |               |                    |                    |
|                            |   |               |                    |                    |
|                            |   |               |                    |                    |
|                            |   |               |                    |                    |
|                            |   |               |                    |                    |
|                            |   |               |                    |                    |
|                            |   |               |                    |                    |
|                            |   |               |                    |                    |

- 1) Ms. Jean Reynolds (602) 287-8702
- 2) Mr. Frank Caraisti (602) 577-7000
- 3) Mr. Rick Clark (602) 325-8852
- 4) Mr. Jerry Miller (304) 748-8181

\*Please see attached Statement of Qualifications for list of sites cleaned

## EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

Have you, or your Company, or any organization of which you have been a responsible officer or agent, ever failed to complete any work awarded to you? If so, where and why?

No.

The work awarded or to be awarded will have the personal supervision of whom?  
Mr. Jerry Coon of The Critter Company, Inc.

Explain approximately your plan and layout for performing the proposed work.  
The Critter Company, Inc. will oversee the construction of a biocell  
that will encompass approximately 3 acres located between lagoons 2 and 3  
The biocell will be constructed with on-site clean material. A 3' wide  
and 3' high dike will be built around the entire treatment cell.  
Excavated sludge from the two lagoons will be placed into the biocell.  
The sludge will be spread to a thickness of 12" to 20" depending on  
soil conditions. A heavy inoculation of microorganisms will be sprayed  
on the bottom of the biocell prior to contaminated soil being spread in  
the treatment cell. The contaminated soil will be sprayed and tilled  
on a weekly or by-weekly basis until contamination levels have reached  
closure levels. Lagoon bottoms will also be lined with microorganisms  
after material has been 19 excavated.

## EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

7. What equipment do you own that is available for the proposed work?

No excavating equip.

| Quantity | Description<br>Size, Capacity, Etc. | Condition | Years of Service |
|----------|-------------------------------------|-----------|------------------|
|          |                                     |           |                  |
|          |                                     |           |                  |
|          |                                     |           |                  |
|          |                                     |           |                  |
|          |                                     |           |                  |
|          |                                     |           |                  |
|          |                                     |           |                  |

8. At what places are the principal items of the equipment located?

The Critter Company has designed and built a production unit for  
growing naturally occurring microorganisms that will degrade a variety  
of contaminants. This unit is located in Tucson, Arizona.

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**BID GUARANTY FORM 1**  
**BID GUARANTY BOND**

(Not to be filled out if a certified check is submitted)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned \_\_\_\_\_,  
\_\_\_\_\_  
(Name and Address of Contractor)

as Principal, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name and Full Mailing Address of Surety)

as Surety, hereinafter called Surety, are hereby held and firmly bound unto Canton Drop Forge, as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, to undertake the project known as the BIOREMEDIATION. The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of one hundred (100) percent of the bid including any alternates which may be accepted. For the payment of the penal sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid for the project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within fifteen days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein:

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

**BID GUARANTY BOND**

Page 2

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said Surety on its bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_  
Witness of Principal

By \_\_\_\_\_

Title: \_\_\_\_\_

SURETY: \_\_\_\_\_

\_\_\_\_\_  
Witness of Attorney-in-Fact

By \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_  
\_\_\_\_\_  
(Full Mailing Address)

(Facsimile signatures are not acceptable)

(This Bond may be photocopied but not retyped)

**BID GUARANTY FORM 2**  
**CONSENT OF SURETY**

(To be completed only if certified check or cashier's check is used)

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Address)

KNOW ALL THESE MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Name of Bidder)  
as Principal and \_\_\_\_\_, a corporation created and existing  
(Name of Surety Company)  
under the Laws of the State of \_\_\_\_\_, and having its principal office at  
\_\_\_\_\_ are held firmly bound unto the

(Complete Address of Surety Company)

Canton Drop Forge hereby jointly and severally and binding our heirs, successors, administrators, executors, legal representatives and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the above named Principal submits the herewith proposal for construction of the BIOREMEDIATION, CANTON DROP FORGE in conformance with the Information and Instructions to Bidders, we the above named Surety, will meet all the stipulations and will execute the Surety Bond as hereinafter, to the above named Principal in event he should be awarded a contract and in amount one hundred percent (100%) of the total bid price for performing the work and guaranteeing its performance in conformity with the plans and specifications to Canton Drop Forge.

WITNESS OUR SIGNATURES, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Contractor - Principal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Seal

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Signature)

\*SEE ATTACHED  
FAXED COPY

## NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the bidder. If the bid is made by a corporation, then by its properly authorized agent.

The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affiant". The affiant should sign his/her name at end, not a partnership nor corporation name, and swear to said affidavit before a Notary Public, who must attach his seal.

STATE OF OHIO, COUNTY OF \_\_\_\_\_, SS.

BIOREMEDIATION, CANTON DROP FORGE

\_\_\_\_\_ being duly sworn, deposes and says that he is  
(Name of Affiant)

\_\_\_\_\_ of  
(sole owner, partner, president, secretary, etc.)

\_\_\_\_\_ residing

\_\_\_\_\_ and that

\_\_\_\_\_  
(person, firms, corporations interested in the bid)

is or are the only persons interested in the profits of any contract which may result from herein contained proposal; that the said proposal is made without any connection or interests in the profit thereof with any other person making any other bid or proposal for said work; that the said proposal is in all respects fair, and without collusion or fraud; and also that no member of Canton Drop Forge, head of any department or bureau of employee therein, or any officer of Canton Drop Forge, is directly or indirectly interested therein; and that all the statements made by him in this proposal are true.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
Affiant

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_,

\_\_\_\_\_ Notary Public

## NOTICE OF AWARD

To: \_\_\_\_\_

Address: \_\_\_\_\_

### BIOREMEDIATION, CANTON DROP FORGE

Canton Drop Forge has considered the bid submitted by you on \_\_\_\_\_, 1995, for the above mentioned work in response to its advertisement for bids.

You are hereby notified that your bid in the amount of \$ \_\_\_\_\_ has been accepted.

You are required by the Information and Instructions to Bidders to execute the contract and furnish the required delinquent personal property tax affidavit, performance bond, certificate of insurance and a copy of your current Workmen's Compensation Certificate within 10 calendar days from the date of this notice,

If you fail to comply with the above requirements, Canton Drop Forge will be entitled to consider all of your rights arising out of the CDF's acceptance of your bid as abandoned and as a forfeiture of your bid guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. Canton Drop Forge will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Canton Drop Forge.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Canton Drop Forge

By: \_\_\_\_\_  
Chairman

Acceptance of Notice:

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signature and Title: \_\_\_\_\_



**AGREEMENT  
CONTRACT 95-2**

For BIOREMEDIATION, CANTON DROP FORGE, CANTON, OHIO.

THIS AGREEMENT, made and entered into at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by and between Canton Drop Forge (CDF), hereinafter called CDF, and a corporation, partnership, individual or \_\_\_\_\_ known as \_\_\_\_\_, with an office located at \_\_\_\_\_, hereinafter called the "CONTRACTOR".

**WITNESSETH**

That the CONTRACTOR has agreed and by these presents does agree that the CONTRACTOR, for the consideration of \$\_\_\_\_\_ paid by CDF hereinbefore mentioned and contained in the proposal, and under penalty expressed in a bond bearing even date with these presents, and herein contained or hereunto annexed to furnish at his own cost and expense, all the necessary materials, labor, superintendence, tools and equipment, and shall execute, construct, finish and test in an expeditious, substantial and workmanlike manner, said improvements shown on the contract drawings described in the included specification or required by CDF, with all equipment and appurtenances, commencing work within (10) days from the date of notice from CDF to commence work and executing the same within the time and in the manner specified and in conformity with the requirements set forth in the specification herein contained or hereunto attached in accordance with the contract drawings of said work on file in the office of CDF and all to the acceptance of said CDF.

The project will consist of removing the sludges lining Lagoon #1 and Lagoon #2 and using ex-situ bio-remediation technology to reduce Total Petroleum Hydrocarbon (TPH) contamination levels of the excavated materials to below the target level of 380 ppm.

The estimated removal quantities are 3,000 c.y. from Lagoon #1 and 6,000 c.y. from Lagoon #2. During excavation the contractor shall maintain quantity estimates and keep CDF informed of the quantity removed. If it appears that material beyond the estimated quantity will require removal, the contractor shall immediately contact CDF representatives. CDF may halt removal prior to reaching the estimated quantities or request the removal of material beyond the estimated quantities. Payment will be based on the actual quantity of material removed and the unit prices. Tasks related to the bioremediation project include, but are not limited to, excavation of lagoon linings, transport of excavated materials to the on-site treatment areas, treatability studies, bio-cell design, bid-cell construction, bulking of excavated materials to enhance bioremediation, inoculation of materials to be treated and maintenance of biocell(s).

Once excavation of the lagoon materials is complete the contractor shall immediately "seed" the lagoon lining and walls prior to putting the lagoon back into service.

The contractor shall also estimate the type and number of samples for laboratory analysis that shall be retrieved by an independent agent.

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof at such times and in such order as the Engineer or his duly authorized agent may direct. Further, he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of CDF and their Engineer.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions, or stipulations of this contract according to the true intent and meaning thereof, then CDF may avail itself of any or all remedies provided in that behalf in the contract, and shall have the right and power to proceed in accordance with provisions thereof.

It is hereby agreed by the parties to this Agreement that the provisions contained in the "Invitation for Bids", in the "Information and Instructions to Bidders", in the "Proposal and Bid Form", in the "Insurance Specifications", in the "Performance Bond", in the "General Conditions", in the "Supplemental General Conditions", and in the Lab Reports for the improvement, shall constitute integral parts of the agreement and collectively that they shall comprise and be known as the Agreement. It is hereby mutually agreed that CDF is to pay and the CONTRACTOR is to receive, a full compensation for furnishing all materials and labor in building, constructing, and in all respects completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed.

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Subject to the applicable provisions of law, this Agreement shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures, the day and year first above mentioned.

CONTRACTOR

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

CANTON DROP FORGE

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

\*See attached Proposal from The Critter Company, Inc.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_,

as Principal and \_\_\_\_\_, as Sureties, are hereby held and

firmly bound unto Canton Drop Forge (CDF), in the penal sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did

on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, enter into a contract with CDF for the BIOREMEDIATION, CDF which said contract is made a part of this bond the same as though set forth herein;

Now, if the said Principal, \_\_\_\_\_, shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications thereof shall in any way affect the obligations of said Surety on its bond.

PROVIDE FURTHER, that no final settlement between CDF and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

PRINCIPAL: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact  
(Must be in Ohio)

\_\_\_\_\_  
Witness of Principal

\_\_\_\_\_  
Witness of Attorney-in-Fact

(Facsimile signatures are not acceptable)

## LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto Canton Drop Forge (CDF), (hereinafter called the Obligee) in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated \_\_\_\_\_, 1995, (hereinafter called the Contract) for the BIOREMEDIATION which contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITIONS OF THE OBLIGATION ARE SUCH that if said Principal and all subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said Principal of such subcontractors, shall promptly make payment for all labor performed, services rendered, and materials furnished in the prosecution of the work provided for in said contract, or in any amendment or extension of, or addition to said contract, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations.

- a. All persons who have performed labor, rendered services, or furnished materials or machinery as aforesaid, shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered or materials furnished under said contract in more than one State, then in any such States). Insofar as shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person instituting such action and of all other persons having claims hereunder, and any other person having a claim hereunder, shall have the right to be made a party of such proceeding (but not later than one (1) year after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon.
- b. The surety shall not be liable hereunder for any damages or compensation recoverable under any workers' compensation or employer's liability statute.

## LABOR AND MATERIALMEN'S BOND

- c. In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the complete performance of said Contract and final settlement thereof.
- d. As used herein, the term "person" refers to any person, firm, or corporation who has furnished materials or machinery to be used on or incorporated in the work or the prosecution thereof provided for in said contract or in any amendment or extension of or addition to said contract, and/or to any person engaged in the prosecution of the work provided for in said contract, or any amendment or extension of or addition to said contract, who is an agent, servant or employee of the Principal, or of any subcontractor, or of any assignee of said Principal, or of any subcontractor, and also anyone so engaged who performs the work of laborer or of a mechanic regardless of any contractual relationship between the principal of any subcontractor, or any assignee of said principal or of said Contractor, and such laborer or mechanic, but shall not include office employees not regularly stationed at the site of the work.

The said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of this contract or to the work to be performed thereunder or the specification accompanying the same, shall in any way effect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**LABOR AND MATERIALMEN'S BOND**

SIGNED, SEALED AND DELIVERED IN TRIPLICATE THIS day of \_\_\_\_\_ day of \_\_\_\_\_, 1995.

**INDIVIDUAL PRINCIPALS SIGN HERE**

In the presence of:

|       |              |
|-------|--------------|
| _____ | _____ (Seal) |
| _____ | _____ (Seal) |
| _____ | _____ (Seal) |
| _____ | _____ (Seal) |

**(Corporate Principals sign here)**

Attest: \_\_\_\_\_  
\_\_\_\_\_ By: \_\_\_\_\_

**(Surety Sign Here)**

Attest: \_\_\_\_\_  
\_\_\_\_\_ By: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

By: \_\_\_\_\_  
Obligee Attorney-in-fact

## **LABOR AND MATERIALMEN'S BOND**

### **INSTRUCTIONS**

1. The full Christian name and residence of each individual party of the bond must be inserted in the first paragraph.
2. If the principal is a partnership, the full names of all partners must be inserted in the first paragraph which must recite they are the partners composing the partnership (to be named) and all partners must execute the bond as individuals.
3. The State of incorporation of each corporate party to the bond must be inserted in the first paragraph and bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.
4. The date of the bond must not be prior to the date of the contract.
5. Attorney-in-Fact must be in Ohio.

SECOND 4,500 CY

| <u>Treatment Level</u><br><u>(% reduction of TPH)</u> | <u>Payment, %</u> |
|---|-------------------|
| 25%   | 20%               |
| 50%   | 10%               |
| 75%   | 10%               |
| 100%  | <u>10%</u>        |
| Total   | 50%               |

\*Target level of 380 mg/kg is to be achieved, see section titled "Acceptance of Target Levels".

ACCEPTANCE OF TARGET LEVELS

Sampling sessions will consist of five (5) random samples from the biocell material. When four (4) of the five (5) random samples are below the target level of 380 mg/kg and the fifth random sample is not more than ten percent (10%) over the target level, treatment of the material within the biocell shall be considered conditionally complete. Three more random samples shall then be taken to verify treatment progress. If two (2) of the three (3) additional random samples have TPH levels less than or equal to 380 mg/kg and the third sample is not more than ten percent (10%) over the target level, treatment of the material within the biocell shall be considered complete and payment for that portion of the project paid.

REMOVAL OF SLUDGES AND SOIL FROM CDF SITE

No material from the CDF site shall be removed from CDF property without CDF consent. Should material removal be required for any reason, CDF materials shall not be mixed with any other materials (bulking, etc.) without CDF consent. The location and status of all materials leaving CDF shall be communicated with CDF as requested.

w.mary/progress

CDF001110



Recommendation  
to Award Bid

### EXCAVATION COORDINATION

FAV COPY TO TUL APPROVAL  
All instruction and coordination regarding the excavation, transportation and placement of soil and sludge shall be the sole responsibility of the Bioremediation contractor. Invoices for excavation services shall be passed directly to CDF with no mark-up. Payment for excavation services shall be made by CDF directly to the excavation contractor.

### PROGRESS MONITORING AND PAYMENT

12-29-Disin

LIGHT THRU  
HEAVY  
Monitoring shall be achieved by sampling the biocell contents and testing for TPH by EPA Method 418.1. Target levels of 380 mg/kg will be used for this project.

Progress sampling shall occur approximately once a month during summer months and once every two months during winter months. Each sampling session will consist of five (5) random samples from the biocell material. When the average TPH concentration of the five (5) samples is less than the appropriate level, and no single sample has a TPH concentration more than 15 percent (15%) above the treatment level, the appropriate payment will be made.

Payments shall be made based on the treatment level achieved.

After establishing initial contamination concentration with five (5) random samples, payments will be made according to the following:

#### FIRST 4,500 CY

| <u>Treatment Level</u><br><u>(% reduction of TPH)</u> | <u>Payment, %</u> |
|---|-------------------|
| 25%   | 20%               |
| 50%   | 10%               |
| 75%   | 10%               |
| 100%*   | <u>10%</u>        |
| Total   | 50%               |

Payments  
Less  
Retention

TPH 55  
85  
DPO START & FINISH

2(b)  
3

# THE CRITTER COMPANY

Biological Remediation of Hydrocarbons

6890 E. Sunrise Drive, #120-10 Tucson, Arizona 85715 (520) 299-9808

May 2, 1995

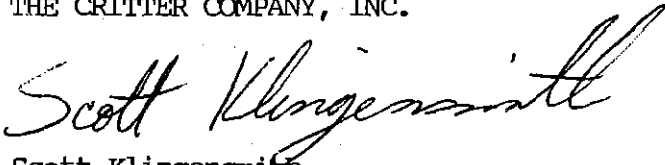
Mr. Keith Houseknect  
Canton Drop Forge  
4575 Southway Street, S.W.  
P.O. Box 6902  
Canton, Ohio 44706

RE: Estimated samples to be submitted to a lab and sampling periods.

Dear Mr. Houseknect,

The Critter Company recommends that at least 4-5 samples per sampling period be submitted to a lab of your choice for TPH analysis. However, more samples may be needed to comply with regulatory requirements and/or request from either Canton Drop Forge or Hammontree and Associates. In addition, we recommend that sampling be conducted once a month during the months of March - November. Sampling will not be necessary during the months of December, January, and February.

Sincerely,  
THE CRITTER COMPANY, INC.

  
Scott Klingensmith  
Project Coordinator

WPP 2001

## INSTRUCTIONS TO BIDDERS

### PROJECT LOCATION AND SCOPE OF WORK

The project is located at the Canton Drop Forge ("CDF") Facility at 4575 Southway Street S.W. Canton, Ohio, 44706. The project will consist of the bioremediation of the sludges lining Lagoon #1 and Lagoon #2 at the CDF Facility. Either in-situ or ex-situ methods may be proposed. As well as the costs associated with each method, the bidder should include a list of "pros" and "cons" for each method. Bidders are not required to supply bids for both technologies. The goal of the bioremediation shall be to reduce the total petroleum hydrocarbon (TPH) contamination of the subject sludges to  $\leq 380$  ppm.

### EX-SITU BIOREMEDIATION

Ex-situ bioremediation will consist of excavating the lining of Lagoon #1 and Lagoon #2 and using ex-situ bio-remediation technology to reduce Total Petroleum Hydrocarbon (TPH) contamination levels of the excavated materials to the target level of 380 ppm.

The estimated removal quantities are 3,000 c.y. from Lagoon #1 and 6,000 c.y. from Lagoon #2. During excavation the contractor shall maintain quantity estimates and keep CDF informed of the quantity removed. If it appears that material beyond the estimated quantity will require removal, the contractor shall immediately contact CDF representatives. CDF may halt removal prior to reaching the estimated quantities or request the removal of material beyond the estimated quantities. Payment will be based on the actual quantity of material removed and the unit prices. Tasks related to the bioremediation project include, but are not limited to, excavation of lagoon linings, transport of excavated materials to the treatment areas, treatability studies, bio-cell design, bio-cell construction, bulking of excavated materials to enhance bioremediation, inoculation of materials to be treated and maintenance of biocell(s).

If required, CDF will remove the floating contamination on Lagoon #1 and lower the liquid level of Lagoon #1 as much as possible prior to the start of the project. Once the bio-remediation project is initiated, the contractor will be responsible for the liquid remaining in Lagoon #1 and the routing of all storm and process water during the bioremediation project.

Once excavation of the lagoon materials is completed, the contractor shall immediately "seed" the lagoon lining and walls prior to putting the lagoon back into service.

The contractor shall also estimate the type and number of samples for laboratory analysis that shall be retrieved by an independent agent. These samples will be used to gauge the effectiveness of the bioremediation process.

#### **IN-SITU BIOREMEDIATION**

In-Situ bioremediation will consist of treating the materials lining Lagoon #1 to a depth (perpendicular to surfaces) of five (5) feet and the materials lining Lagoon #2 to a depth (perpendicular to surfaces) of eight (8) feet. The target of bioremediation shall be to reduce TPH levels to  $\leq 380$  ppm.

If required, CDF will remove the floating contamination on Lagoon #1 and lower the liquid level of Lagoon #1 as much as possible prior to the start of the project. Once the bio-remediation project is initiated, the contractor will be responsible for the liquid remaining in Lagoon #1 and the routing of all storm and process water during the bioremediation project.

The contractor shall also estimate the type and number of samples for laboratory analysis that shall be retrieved by an independent agent. These samples will be used to gauge the effectiveness of the bioremediation process.

#### **CANTON DROP FORGE REQUIREMENTS**

Canton Drop Forge (CDF) will provide access, water supply, reasonable security, restrooms, and potable water. CDF shall also make provisions for sampling, testing, and monitoring as deemed appropriate by the contractor. CDF will also be responsible for permitting.

**Canton Drop Forge  
Ex-Situ Bioremediation - Lagoon #1**

April 1995

| Item No | Item  | Est'd Quantity | Unit | Separate Unit Prices (figures) |       | Combined Unit Prices (to be written in words) | Quantity Times Unit Total |
|---------|---|----------------|------|--------------------------------|-------|---|---------------------------|
|         |   |                |      | Mat'L                          | Labor | Mat'l-Labor-Unit-Total                        | Amount                    |
| 1.1     | Removal of materials lining Lagoon 1                                    | 3,000          | c.y. |                                |       |   |                           |
| 1.2     | Transportation of materials from Lagoon 1 to biocell(s)                 | 3,000          | c.y. |                                |       |   |                           |
| 1.3     | Construction of biocell(s) for Lagoon 1 materials                       | Lump           | Lump |                                |       |   |                           |
| 1.4     | Treatability study of materials in Lagoon 1                             | Lump           | Lump |                                |       |   |                           |
| 1.5     | Bulking of materials from Lagoon 1 with on site materials if required*  | 1,000          | c.y. |                                |       |   |                           |
| 1.6     | Bulking of materials from Lagoon 1 with off site materials if required* | 1,000          | c.y. |                                |       |   |                           |
| 1.7     | Inoculation of materials in Lagoon 1 biocell(s)**                       | 3,000          | c.y. |                                |       |   |                           |
| 1.8     | Inoculation of Lagoon 1 lining after sludge removal                     | Lump           | Lump |                                |       |   |                           |
| 1.9     | Site visits   | 30             | Ea.  |                                |       |   |                           |
|         |   |                |      |                                |       |   |                           |

If the contractor does not expect the use of bulking material please indicate by using N/A

\* All items may not be required. Unit process will still be useful in the event that all items are required.

\*\* Inoculation costs shall be based on c.y. of material excavated from the Lagoon #1, not the bulked volume.

Sub-Total Lagoon No. 1 \$ \_\_\_\_\_

**Canton Drop Forge  
Ex-Situ Bioremediation - Lagoon #2**

April 1995

| Item No | Item  | Est'd Quantity | Unit | Separate Unit Prices (figures) |       | Combined Unit Prices (to be written in words) | Quantity Times Unit Total |
|---------|---|----------------|------|--------------------------------|-------|---|---------------------------|
|         |   |                |      | Mat'L                          | Labor | Mat'l-Labor-Unit-Total                        | Amount                    |
| 2.1     | Removal of materials lining Lagoon 2                                    | 6,000          | c.y. |                                |       |   |                           |
| 2.2     | Transportation of materials from Lagoon 2 to biocell(s)                 | 6,000          | c.y. |                                |       |   |                           |
| 2.3     | Construction of biocell(s) for Lagoon 2 materials                       | Lump           | Lump |                                |       |   |                           |
| 2.4     | Treatability study of materials in Lagoon 2                             | Lump           | Lump |                                |       |   |                           |
| 2.5     | Bulking of materials from Lagoon 2 with on site materials if required*  | 6,000          | c.y. |                                |       |   |                           |
| 2.6     | Bulking of materials from Lagoon 2 with off site materials if required* | 6,000          | c.y. |                                |       |   |                           |
| 2.7     | Inoculation of materials in Lagoon 2 biocell(s)**                       | 6,000          | c.y. |                                |       |   |                           |
| 2.8     | Inoculation of Lagoon 2 lining after sludge removal                     | Lump           | Lump |                                |       |   |                           |
| 2.9     | Site visits   | 30             | Ea.  |                                |       |   |                           |
|         |   |                |      |                                |       |   |                           |

If the contractor does not expect the use of bulking material please indicate by using N/A

\* All items may not be required. Unit process will still be useful in the event that all items are required.

\*\* Inoculation costs shall be based on c.y. of material excavated from the Lagoon #2, not the bulked volume.

Sub-Total Lagoon No. 2 \$ \_\_\_\_\_

**CANTON DROP FORGE****IN-SITU BIOREMEDIATION - LAGOON #1**

- Item 3.1 In-Situ Bioremediation of Lagoon #1. This shall consist of reducing the TPH contamination of approximately 3,000 c.y. of material to  $\leq 380$  ppm. \$ \_\_\_\_\_  
Lump

**IN-SITU BIOREMEDIATION - LAGOON #2**

- Item 4.1 In-Situ Bioremediation of Lagoon #2. This shall consist of reducing the TPH contamination of approximately 9,000 c.y. of material to  $\leq 380$  ppm. \$ \_\_\_\_\_  
Lump

## TOTAL AMOUNT OF BID

\_\_\_\_\_ (\$ \_\_\_\_\_)  
(Written Out)

The Contractor agrees to complete all of the work specified for this contract within five hundred forty-eight (548) calendar days (one and one half years) after the date of Notice to Proceed. The bid prices shall include all labor, materials, equipment, overhead, profit, insurance, etc., to cover the finished work. Should contamination still exceed target levels (TPH=380 ppm), after one and one half years, a meeting between CDF representatives and the contractor shall occur. Based on this meeting CDF will either:

1. Require that all contaminated material resulting from this project be excavated and moved off site for disposal (no further treatment) at a regulated landfill, at no cost to CDF.

OR

2. Allow the contractor six (6) additional months to achieve target levels at no cost to CDF. If after the six (6) month extension target levels have not been achieved, CDF may exercise Option 1. Should the landfilling option be exercised, the contractor must receive CDF approval of all proposed disposal activities prior to disposal. After disposal CDF shall receive documentation verifying proper disposal. If the Contractor does not submit an approved disposal plan within six (6) months of the formal decision to exercise Option 1, CDF may seek outside contractors to remove the TPH contaminated soil resulting from ex-situ bio-remediation attempts. If in-situ means are used, 3,000 c.y. from Lagoon #1 and 9,000 c.y. from Lagoon #2 shall be removed. CDF will bill the bio-remediation contractor for all disposal activities.

Bidder understands that Canton Drop Forge (CDF) reserves the right to reject any or all bids and waive any informalities in the bidding. The bidder agrees that this bid shall be good any may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of Notice of Award by CDF, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required. The bid security attached in the form of \_\_\_\_\_ in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become the property of CDF in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to CDF caused thereby.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_



Where a specification contained herein modifies the ODOT specifications or a section thereof, the modification shall prevail without altering the force and application of the remaining section of the ODOT specifications.

#### TECHNICAL DATA

The result of the bioremediation project shall be to reduce the TPH levels of the sludge removed from the lagoons to less than 380 ppm. The contractor shall also "seed" both lagoon linings immediately after removal of the contaminated sludge to enhance the natural biological activity in the remaining lagoons.

#### EXTRA WORK

Extra work, when deemed necessary, may be ordered by the Engineer. When extra work items are not stipulated in the estimated quantities or compensation covered under unit prices, the amount to be paid for extra work shall be agreed upon by both the Contractor and CDF. The additional compensation for extra work shall be approved by CDF, as a supplement to the contract, prior to undertaking the work.

#### DELIVERY AND RECEIPT OF MATERIALS

CDF will not accept responsibility for the delivery and receipt of any items of equipment or materials.

Contractors supplying equipment or materials for this project shall make arrangements to have men available at the site to receive this equipment or materials when delivered.

Contractors shall make arrangements with CDF for storage of materials and equipment. They shall not use any portion of the street right-of-way for storage of material and equipment. Satisfactory protection against fire and theft shall be maintained for stored material and equipment by the Contractor.

#### PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard CDF property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. All guard fences or barricades, lights and other facilities as required for protection by laws, regulations, local conditions and these specifications must be provided and maintained.

Any damage to new and existing, materials, work, structures, etc., shall be repaired or replaced to the satisfaction of CDF at the Contractor's expense.

Any existing or new work damaged by failure to provide protection for same shall be removed and replaced or repaired with new work at the Contractor's expense.



# FACSIMILE TRANSMITTAL

2 (b)  
3DATE: 4-7-95 TIME: 4:49 ( ) A. M. (X) P. M.TO: NAME: KEITH HOUSE KNECHT  
BUSINESS NAME: \_\_\_\_\_  
FACSIMILE NUMBER: 477-2046FROM: HAMMONTREE AND ASSOCIATES, LIMITED  
5233 STONEHAM ROAD  
NORTH CANTON, OHIO 44720TELEPHONE NUMBERS: (216) 499-8817 CANTON OFFICE  
(216) 633-7274 AKRON OFFICE  
(216) 499-0149 FACSIMILESENDER'S NAME: GENE HILL  
PROJECT: \_\_\_\_\_  
NUMBER OF PAGES (INCLUDING THIS PAGE): \_\_\_\_\_  
BRIEF DESCRIPTION (OPTIONAL): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL INSTRUCTIONS OR MESSAGES TO RECIPIENT:

PLEASE REVIEW & COMMENT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7

Canton Drop Forge Bio Cell  
Cell Depth Measurements  
Gene Hill  
Stan Evans  
Keith Houseknecht  
August 9, 1995

| MEASUREMENT # | DEPTH |
|---------------|-------|
| 1             | 14    |
| 2             | 16    |
| 3             | 20    |
| 4             | 16    |
| 5             | 16    |
| 6             | 15    |
| 7             | 11    |
| 8             | 12    |
| 9             | 12    |
| 10            | 16    |

|                |       |
|----------------|-------|
| Mean           | 14.8  |
| Standard Error | 0.841 |
| Median         | 15.5  |
| Mode           | 16    |
| Standard Devia | 2.658 |
| Variance       | 7.067 |
| Kurtosis       | 0.343 |
| Skewness       | 0.357 |
| Range          | 9     |
| Minimum        | 11    |
| Maximum        | 20    |
| Sum            | 148   |
| Count          | 10    |
| Confidence Lev | 1.648 |

Gene-I have your folding rule.  
The mean is 14.8  
One key sure produces a lot of fluff.

6834 Loop Rd.  
Centerville, OH 45459  
513-434-1334  
Fax 513-434-3807

2(b)  
3



28 April 1995

Mr. Keith Houseknecht  
Canton Drop Forge  
4575 Southway Street, S. W.  
Canton, Ohio 44706

RE: Removal and bioremediation of sludge lining lagoons 1 and 2

Dear Mr. Houseknecht:

Thank you for the opportunity to review this project and the scope of work associated therewith. We have closely examined the bid document and the requirements imposed by client and parties representing the interests of Canton Drop Forge.

Specifically, it is the bonding requirement, in combination with several other factors, that causes us to respectfully decline to submit our bid and corresponding proposal. Were you to reconsider this primary issue and a number of secondary issues, we will reconsider our position, with an estimated project cost approximating \$458,000.

We respectfully suggest that this bioremediation project involves very complex issues that preclude treatment in situ and that should also cause CDF and Hammontree and Associates to very closely monitor the progress being made to maintain the aerobic degradation of the contaminants of concern.

Should you elect to eliminate us from consideration, we trust that the project proves successful. Should you elect to address our concerns prior to making an award, we are most willing to try and structure a contract that will meet the needs of all interested parties.

Respectfully,  
KELCHNER ENVIRONMENTAL, INC.

*Randy Farneth*  
Randy Farneth  
Corporate Accounts Manager

R. JAMES HAMMONTREE, P.E., P.S.  
BRUCE M. BAIR, P.E., P.S.  
LAWRENCE D. PHILLIPS, P.E., P.S.  
CHARLES F. HAMMONTREE, P.E., P.S.  
RONALD P. DOHY, P.S.  
GARY L. TOUSSANT, P.S.  
JOSE E. TOLEDO, P.E., P.S.  
RICHARD R. COOK, P.E., P.S.  
JAMES C. BOLLIBON, P.E., P.S.  
KEITH A. BENNETT, P.E., P.S.  
BARBARA H. BENNETT, P.E., P.S.

**HAMMONTREE & ASSOCIATES, LIMITED**  
*Consulting Engineers - Planners - Surveyors*

TREEMORE BUILDING  
5233 STONEHAM ROAD  
NORTH CANTON, OHIO 44720

PHONE (216) 499-8817  
FAX (216) 499-0149  
TOLL FREE 1-800-394-8817

COPIES 10/4/95  
MICHAEL L. DECKER, P.S.  
RICHARD J. FAULHABER, P.E., P.S.  
GREGORY E. MENCER, A.P.A.  
DANIEL J. GRINSTEAD, P.E.  
MARK E. FRANZEN, P.E.  
KARL J. OPRISCH, P.E.  
JEFFREY L. SPRAY, P.S.  
PAUL A. TOMIC, P.S.  
WILLIAM N. CLARK, P.E., P.S.  
THOMAS J. KING, P.S.  
DOMINIC A. MARTUCCIO, P.E., P.S.  
PAUL K. MILLER, P.S.  
DAVID T. MILLER, P.S.

October 2, 1995

**The Critter Company**  
6890 East Sunrise Drive #120-10  
Tucson, Arizona 85715

**Attention:** Jerry Coon

**Subject:** Change Order requests  
dated September 20, 1995  
Change Order Number: BIO-LAG 1-1  
Change Order Number: BIO-LAG 1-2  
Payment Schedule

Prior to responding to your change order request I will review the current contract agreement. The Critter Company (TCC) and Canton Drop Forge (CDF) entered into in agreement in June of 1995, for bioremediation services. Under this contract TCC's responsibilities included the following:

1. Treatability study
2. Bioengineering services
3. All site preparation necessary for treatment; including coordination of bio-cell construction.
4. Labor and material for inoculating the material to be treated.
5. All earthmoving and watering during the duration of the project, including weekly or bi-weekly tilling of bio-cell material.
6. Reports and documentation procedure.
7. Permitting

w:\rene\letter\coon2

CDF001123

Mr. Jerry Coon  
October 2, 1995  
Page 2

CDF and Hammontree & Associates, Ltd. (H&A) are responsible for:

1. Access to the treatment area (CDF).
2. Continuous water supply to the treatment area (CDF).
3. Soil sampling and testing including beginning, intermediate, and confirmation samples upon completion of the project (H&A)

We have reviewed and discussed the change order request with CDF. The following sections will address each item in your September 9, 1995 letter in order.

#### **CHANGE ORDER - BIO-LAG 1-1, ITEM 1**

The occurrence of scrap metal and debris at a forge company should have been expected and should not come as a surprise. TCC personnel were able to visit the CDF property including Lagoon #1 and the bio-cell site. In fact CDF personnel drew attention to the probable presence of such material to TCC.

TCC is considered the expert in determining the suitability of materials for bioremediation. As indicated by TCC, two factors which determine the suitability are the biodegradability of a material and the physical make up of a material. The investigation of these items was TCC's responsibility.

Based on these items, **CHANGE ORDER BIO-LAG 1-1, ITEM 1** is rejected.

#### **CHANGE ORDER - BIO-LAG 1-1, ITEM 2**

In the January 6, 1995, letter from TCC to H&A it is clear that TCC intended to be the party responsible for all earthmoving and watering during the project. In the report title "Lagoon #1 Sludge Disposal/Treatment Options", page 4 lists tilling of the bio-cell as part of TCC's responsibilities. This statement was included in the report as a result of your January 6, 1995 letter. The Critter Company received a copy of this report and was aware of each parties responsibilities during the project.

An April 28, 1995 Critter Company's letter also acknowledges TCC as the party responsible for tilling of the bio-cell.

Items 5 and 6 in the April 28, 1995 Critter Company letter indicate TCC's acceptance of performance based payments and the need for a mutually agreeable payment schedule. As requested by TCC and agreed to by Canton Drop Forge, payments based on performance were used in lieu of performance bond which you could not or would not provide.

**Mr. Jerry Coon**  
**October 2, 1995**  
**Page 3**

Direct payment to an "aeration contractor" is not acceptable. The tilling is included in the bid price of \$12/c.y. as listed on page 13 of the contract.

**CHANGE ORDER: BIO-LAG 1-2, ITEM 1**

In the January 6, 1995, letter from TCC it is clear that TCC will be responsible for the treatability study required for the project. Nowhere in that letter does it indicate that Hammontree & Associates or Canton Drop Forge was responsible for determining treatability. Hammontree & Associates is responsible for beginning, intermediate, and confirmation samples. Hammontree did retrieve and test materials lining Lagoon #1 as part of the preparation of "Lagoon #1 Sludge Disposal Treatment Options". As indicated on page 1 of that report the intent of that investigation was to determine whether the material was hazardous and/or biodegradable. This goal was met. Nowhere in this report does it indicate that the samples tested were representative of the average material. During sample retrieval attempts were made to pass through the bulk of the obviously contaminated material and into a "clean" layer to determine the physical limits of contamination and aid in treatment quantity estimation.

TCC was given samples of both the lining material and the material from the center of the sludge layer. TCC did not test these samples for TPH.

It was TCC's responsibility to verify contamination levels. Page 4 of "Lagoon #1 Sludge Disposal/Treatment Options" does indicate that Hammontree & Associates is to sample as required by TCC during remediation, however, Page 1 of Contract 95-2A states that initial contamination concentrations shall be established by five (5) random samples from the bio-cell material.

**CHANGE ORDER: BIO-LAG 1-2, ITEM 2**

The time frame shall be as stated in the contract documents. Altering the completion of work date is not acceptable to CDF.

**CHANGE ORDER: BIO-LAG 1-2, ITEM 3**

No comment required since Items 1 and 2 are not acceptable to CDF.

**CHANGE ORDER: BIO-LAG 1-2, ITEM 4**

No comment required. TCC is expected to conform to the contract documents.

Mr. Jerry Coon  
October 2, 1995  
Page 4

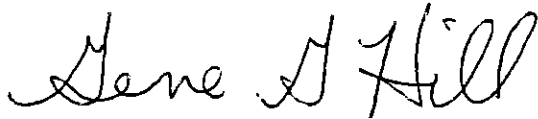
## **PAYMENT SCHEDULE**

There is no justification for altering the payment schedule. The payment schedule in Contract 95-2A is very clear and mutually agreed upon. This type of payment schedule was requested by TCC in lieu of a performance bond. The only payments that fall outside of this schedule will be for work that is not covered in the contract document.

Also, I am requesting that five feet of clearance be maintained between the bio-cell material and the existing monitoring well. This was agreed to in preliminary bioremediation discussions.

Sincerely,

**HAMMONTREE & ASSOCIATES, LIMITED**

A handwritten signature in cursive script that reads "Gene G. Hill". The signature is written in dark ink and is positioned below the company name.

Gene G. Hill, E.I.T., M.S.



**CRITTER COMPANY  
CHANGE ORDER REQUEST**

**September 20, 1995**

Log  
GCH

# THE CRITTER COMPANY

## Biological Remediation of Hydrocarbons

6890 E. Sunrise Drive #120-10 Tucson, Arizona 85715 (520) 299-9808

### MEMORANDUM

To: Gene Hill  
From: Jerry Coon  
Date: September 20, 1995  
Subject: Change Orders

1. Here are the requested changes we initially discussed in you office. We are again addressing the soil as one issue and the higher contaminant levels as the other. I have outlined two payment options. If you have other ones to suggest, please call me.
2. The money to be received upon execution of the changes reflects greatly increased costs to prepare for the project. I have had to alter my technique considerably from what I had initially planned on. I really have to treat what is in the cell as opposed to what we thought was in the cell. If we were to terminate the project at this time, I would anticipate preparing a statement for approximately \$38,000 for work performed to date. Option 2 should be the most attractive as it closely ties our performance with our pay. Either is acceptable to me
3. Regarding the soil aeration, this Saturday we will try a "Bog Harrow" which will be delivered to the site from Kentucky. I am unfamiliar with this, as is Stan Evans, but I am told it will aerate to a depth of 18 inches and be impervious to the scrap metal which came from Lagoon #1. The Brown Bear aerator which we used is outstanding but is very expensive. Let's see how the Bog Harrow works and make a decision at that time.
4. We are experiencing difficulty in getting paid for work done to date. I know our attorneys have discussed this however a sixty day pay period on top of the lengthy bioremediation process is far excessive and needs to be changed. This is not part of their production process, is not classified as Cost of Goods Sold, and the money is set aside in escrow. Under normal conditions, this should be released immediately when the work is completed.
5. Again, call if you have some input or need clarification on these issues.

CC: Scott Klingensmith



See Scott K  
LTR dtd 7/28/95  
#5 & #6  
Contract June 1 - initialed by J.C.

CDF001128

# THE CRITTER COMPANY

Biological Remediation of Hydrocarbons

6890 E. Sunrise Drive #120-10 Tucson, Arizona 85715 (520) 299-9808

## CHANGE ORDER

### PROJECT

Canton Drop Forge  
4575 Southway St., S. W.  
P.O. Box 6902  
Canton, Ohio 44706

### CHANGE ORDER

NUMBER: BIO-LAG 1-1

DATE: 09/19/95

### TO ENGINEER:

Hammontree & Associates  
5233 Stoneham Rd.  
North Canton, Ohio 44720

**CONTRACT ORIGINALLY FOR:** Bioremediation of oil contaminated soil from Lagoons #1 and #2.

The Contract is changed as follows: Pursuant to section 4.2.3 of the contract, The Critter Company, Inc. is requiring that this change order be approved.

1. Upon discovery by Beaver Excavation that debris was located in Lagoon # 1, and subsequently moved to the Bio Cell and as evidenced by visual observation by The Critter Company and as further evidenced by Mr. Larry Philyaw of Midwest Auger-Aerator (copy of letter attached and photographs taken by him available), the following change order is required.

2. All costs for soil aeration and movement during the bioremediation treatment from Lagoon # 1 shall be paid by Canton Drop Forge. Aeration shall be twice weekly by a method approved by The Critter Company but shall be paid directly by Canton Drop Forge to the contractor/equipment operator. As aeration is essential to a bioremediation project of this high contaminant level, aeration shall commence as soon as possible upon execution of this change order.

### ACCEPTED BY:

Canton Drop Forge      Hammontree & Associates      The Critter Company

By:  
Date:

By:  
Date: CDF001129

By:  
Date:

*Jeremy Coon*  
9/20/95

SOIL AERATION (TILLING) WAS INCLUDED IN  
THE \$12,000 / ON. CONTRACTUALLY BID - NOW  
NEEDS TO SEPARATE IT AND INCREASE TREATMENT COST

# THE CRITTER COMPANY

## Biological Remediation of Hydrocarbons

6890 E. Sunrise Drive #120-10 Tucson, Arizona 85715 (520) 299-9808

### CHANGE ORDER

#### PROJECT

Canton Drop Forge  
4575 Southway St., S. W.  
P.O. Box 6902  
Canton, Ohio 44706

#### CHANGE ORDER

NUMBER: BIO-LAG 1-2

DATE: 09/20/95

#### TO ENGINEER:

Hammontree & Associates  
5233 Stoneham Rd.  
North Canton, Ohio 44720

**CONTRACT ORIGINALLY FOR:** Bioremediation of oil contaminated soil from Lagoons #1 and #2.

The Contract is changed as follows: Pursuant to section 4.2.3 of the contract, The Critter Company, Inc. is requiring that this change order be approved.

1. Upon confirmation from Hammontree & Associates, LTD, contamination levels of the material from Lagoon # 1 were on average three times the levels reported to The Critter Company (TCC) in analytical reports prepared by Hammontree & Associates, LTD. (Hammontree) prior to TCC bidding this project. Due to the extremely high contamination levels, TCC requires that the price to continue treating the 3000 cubic yards in the Bio-Cell be increased to \$26 per cubic yard.
2. Due to the high contamination levels in the Bio-Cell, TCC cannot be responsible for completing this project in two years. However, TCC will continue to treat the soil in the Bio-Cell until target levels are reached.
3. This change order is only for the 3,000 cubic yards in the Bio-Cell and is contingent upon acceptance of Change Order #BIO-LAG 1-1 and #BIO-LAG 1-2.
4. TCC has and will continue to manufacture microbes and treat the Bio-Cell while these change orders are reviewed and approved.

CDF001130

ORIGINAL: \$12.00/CY x 3000 CY = \$36,000

REVISED: \$26.00/CY x 3000 CY = \$78,000

217% INCREASE

(The total effort will likely be a 300% increase)

WHY SHOULD  
PAYMENT  
SCHEDULE  
CHANGE?

### **PAYMENT SCHEDULE**

One of the following payment schedule Options is required due to the increase in contamination levels resulting in anticipated increases in clean-up time, increases in production and labor costs and increases in research and development required to handle the difficulty of the contaminant and the site.

#### OPTION 1.

1. \$4,800 (Billed July 26, 1995) to be paid immediately.
2. \$21,000 due upon acceptance of this change order.
3. Three monthly payments of \$7,000 due October 30, 1995, November 30, 1995 and December 30, 1995.
4. Balance due of \$36,000 when levels of contamination reach target levels as specified in Bid Specifications. (Net 20 days)

#### OPTION 2.

1. \$4,800 (Billed July 26, 1995) to be paid immediately.
2. \$25,000 due upon acceptance of this change order.
3. 40% of balance (Lagoon #1 only) due when contamination levels have dropped to 25% of original levels. Net 20 days.
4. 25% of balance (Lagoon #1 only) when contamination levels have dropped to 50% of original levels. Net 20 days.
5. 25% of balance (Lagoon #1 only) when contamination levels have dropped to 75% of original levels. Net 20 days.
5. Remainder of balance (Lagoon #1 only) due when contamination levels have reached target levels. Net 20 days.

#### EXPIRATION DATE: September 30, 1995

As time is of the essence to continue treatment prior to colder temperatures, should this change order not be executed by the expiration date, TCC will submit a statement for work performed to date pursuant to Ohio Statutes.

#### **ACCEPTED BY:**

Canton Drop Forge

Hammontree & Associates

The Critter Company

By:  
Date:

By:  
Date:

By:  
Date:

*James Com*  
Pres.  
9/20/95



2(b)  
3

September 5, 1995

Jerry Coon  
Crittter Co.  
6890 E. Sunrise Dr.  
#120-10  
Tucson, AZ

Dear Jerry:

After visiting the job site at Canton, I would agree that the Brown Bear would definitely be the best tool for this project, but because of the extremely harsh working environment, I am quite concerned about damage to the machine. I am enclosing some photos we took of just a few items that can ruin tires, bend/break the auger, and take out the auger drive bearings and seals. We found numerous rocks and chunks of concrete large enough to do such damage. In addition, there are all kinds of metal stakes, shards, plate stock, I-beams, etc., plus cable that will wrap up on the auger and destroy seals and bearings.

You can expect extraordinary costs of operation due to these hazards, but it is difficult to tell you what to budget, because the extent of damage will be in direct relationship to how well the material is purged of these items before the Bear works there, and how careful the operator is in stopping and removing these items the instant they are turned up by the auger. Even without the extra damage, you will also have accelerated wear to the auger components due to the highly abrasive nature of the material.

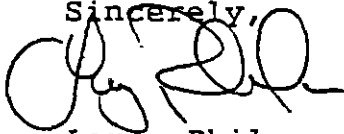
We can rent you a Bear for this job for \$12,500 per month f.o.b. Pontiac, IL, and would also need a \$10,000 damage repair deposit to be applied toward the cost of any repairs the machine would need upon its return to our shop, to bring it back to the same condition as when it left, except for normal wear and tear. Additionally, the first month's rent and damage deposit must be received prior to shipment of the machine from our yard, and each subsequent month's rent is due at the start of the rental month. The rental period is from when the machine leaves our yard until it is returned, and upon the return inspection, any repairs needed will be paid for out of the \$10,000 deposit, with any balance being returned, or any additional being billed out. The machine is rented on a net net basis, meaning all operating costs and all repairs of any nature are the responsibility of the lessee.

Our normal option to purchase the machine is to allow 100% of the rentals paid in, to apply to the purchase price of \$79,500, if the unit is purchased within the first 30 days of the rental contract, or 90% if purchased within 90 days. Of course, if the purchase option is exercised, the \$10,000 damage repair deposit would also be applied to the selling price.

As for giving you some idea of what various costs might be, a set of 28.1-26 L1 tires will run about \$5000, an auger screw rebuild (wear plates, carbide teeth, hard facing, welding, etc.), will run \$2000-3000, auger bearings about \$1000-2000, and auger shaft replacement \$2000-3000. You may or may not have to bear these costs, as mentioned above, but I think I would allow something, especially enough for a set of tires and screw rebuild.

If you need any further information, please don't hesitate to call.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Larry Philyaw', written over the word 'Sincerely,'.

Larry Philyaw  
MIDWEST AUGER-AERATOR



## **BROWN BEAR I**

STOCK # 1062

**\$79,500**

225 HP Brown Bear I w/10' Auger w/carbide cutting teeth. JD 6466A Diesel Engine. ROPS Cab w/Heater and Air Conditioning. Four Wheel Drive, Four Wheel Steering, with coordinated, crab & front-wheel-only steering modes. 28.1-26 L1 Forestry Tires, 75-80% Tread Remaining.

Machine completely rebuilt approximately 1500 hours ago, including hydraulic pumps & motors, differentials & axles. Recently gone through in shop, all systems checked, tested, & serviced or repaired as needed.

Available August 15, 1995. 30 day 50/50 warranty. Rent-purchase plan available.

RENTAL RATES: \$12,500/MO. 1 MO. MIN.  
10,000/MO. 3 MO. MIN.  
8,500/MO. 6 MO. MIN.



**MIDWEST RUGER-AERATOR**

1-800-3294

CDF001134



**CRITTER COMPANY LETTER**

**January 6, 1995**

# THE CRITTER COMPANY

## Biological Remediation of Hydrocarbons

4725 E. Sunrise Drive #412 Tucson, Arizona 85718 (602) 299-9808

January 6, 1995

Mr. Gene Hill  
Hammontree & Associates, LTD.  
5233 Stoneham Rd.  
North Canton, Ohio 44720

**RE: Bioremediation proposal to treat approximately 3000 cubic yards.**

Dear Mr. Hill,

THE CRITTER COMPANY INC. (TCC) is pleased to submit this proposal for the bioremediation of contaminated soil at your site in Canton, Ohio. Our proposal is based on using naturally occurring microorganisms to breakdown the hydrocarbon contamination into harmless fatty acids, water, and carbon dioxide. TCC will augment the contaminated soil with microbes specifically selected for their ability to degrade petroleum. TCC will manufacture the microbial product in quantities required to treat the subject site. By controlling the manufacturing process, we insure that the plate count (microbes per gram) is maximized and degradation is accelerated.

Attached is a scope of work describing the proposed treatment process. If this proposal is accepted, TCC will bioengineer the system to address specific site conditions in detail.

**This proposal is subject to the following:**

### **TERMS & CONDITIONS:**

1. A treatability study that shows our process will effectively degrade the contaminant.
2. This proposal is based on treating approximately 3000 cubic yards.
3. **TCC will be responsible for the following:**
  - a. Treatability study.
  - b. Bioengineering services.
  - c. All site preparation for treatment.
  - d. Labor and material for inoculating the soil.
  - e. All earthmoving and watering during project.
  - f. Reports and documentation procedure.

JAN

4. Hammontree & Associates is responsible for the following:

- a. Access to treatment area.
- b. Continuous water supply to the treatment area.
- c. Soil testing including beginning, intermediate, and confirmation samples upon completion of project.
- d. Permitting (If required).

**PRICE QUOTATION: \$69,000**

1. Payment of \$1,000 due upon acceptance of proposal.
2. 50% of balance (\$34,000) due at time of first inoculation.
3. Remainder of balance (\$34,000) due when the levels of contamination have reached closure levels.
4. Any substantial increase to the amount of contaminated soil will be billed at \$23 per cubic yard.
5. Price quotation includes total cost for The Critter Company regardless of project length or number of treatments.
6. Price quotation good for 90 days (April 6, 1995).

If you have any questions or need additional information, please do not hesitate to call me at (614) 431-8190 or Jerry Coon at (602) 299-9808. If this proposal is acceptable, please sign and return one copy.

Sincerely,

THE CRITTER COMPANY, INC.

Accepted By: \_\_\_\_\_



Signature: \_\_\_\_\_

Scott Klingensmith  
Project Coordinator

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibits: Scope of Work

Portions of  
**LAGOON #1 SLUDGE  
DISPOSAL/TREATMENT OPTIONS**

Prepared For:

Canton Drop Forge  
4575 Southway Street, S.W.  
Canton, Ohio 44706

February 1, 1995

Prepared by:

Hammontree & Associates, Limited  
5233 Stoneham Road  
North Canton, Ohio 44720

## I. INTRODUCTION

The following report addresses the settled materials found lining "Lagoon 1" at the Canton Drop Forge facility located on Southway Street S.W. in Canton, Ohio.

Currently the lagoon receives process cooling water and surface run-off from the forging facility. Both of these water sources are contaminated with petroleum products with the process cooling water being the major contributor of petroleum contamination to the lagoon. The management is in the process of investigating methods to remove oils and greases from the cooling water stream through industrial pretreatment. The tentative plan is to remove the materials lining the lagoon and maintain the site for future use as a stormwater and cooling water retention pond.

Sludge and sediment samples were retrieved from the lining of lagoon #1 to determine whether the material is considered hazardous and to investigate biodegradability. The materials found were non-hazardous and biodegradable. The materials were non-hazardous but high in Total Petroleum Hydrocarbons (TPH) (1,500 to 105,000 ppm). TPH contaminated soils are regulated by both the Environmental Protection Agency (EPA) and the Bureau of Underground Storage Tank Regulations (BUSTR). Technically the site is not subject to BUSTR regulations but to the often more stringent EPA regulations. However due to the industrial nature of the site the EPA may allow the BUSTR clean-up level of 105 ppm.

The most cost efficient means of handling TPH contaminated soils in this situation would be land filling and/or ex-situ bio-remediation. The optimum method(s) to use will depend on the management's preferences as well as the cost of clean up.

This report will discuss the materials found and Hammontree & Associates recommendations for the treatment of the material excavated from Lagoon #1.

## II. SAMPLING

Sludge and sediment samples were retrieved from the bottom of lagoon #1 using both a "Mucksucker" and standard auger type sampler. Materials were retrieved from various locations and depths throughout the lagoon. Due to the similarity of the samples and the analytical results, exhaustive sampling was not justified. The only contamination above allowable levels was Total Petroleum Hydrocarbons (TPH). See Figure 1, Lagoon #1 Site Plan for sample locations.

## III. LABORATORY ANALYSIS

All samples were tested for contaminants as outlined in the Resource Conservation and Recovery Act (RCRA). This includes the following:

1. Full Toxicity Leaching Characteristic Procedure (TCLP) (excluding herbicides & pesticides) This covers metals and organics for toxicity

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LAG #1 SLUDGE DISPOSAL/TREATMENT  
FEB. 1, 1995  
OPTIONS

2. Reactive Cyanide - reactivity
3. Reactive Sulfur - reactivity
4. Flash Point - Ignitability
5. pH - corrosivity
6. Paint Filter Liquids Test - landfills require solid wastes
7. PCB's - due to past detection (Governed under Toxic Substance Control Act) (TSCA)
8. Total Petroleum Hydrocarbons (TPH) - due to oil and grease contamination

Table 1: Lab Analysis Summary shows the analysis performed and subsequent results

TABLE 1: LAB ANALYSIS SUMMARY

| M<br>I<br>S<br>C<br>E<br>L<br>L<br>A<br>N<br>E<br>O<br>U<br>S     | Sample #                  | W-1     | 1       | 4       | 5       | 6       | Regulatory Limit |
|---|---------------------------|---------|---------|---------|---------|---------|------------------|
|   | Parameter                 |         |         |         |         |         |                  |
|   | Reactive Cyanide (ppm)    | <0.5    | <0.5    | <0.5    | <0.5    | <0.5    |                  |
|   | Reactive Sulfur (ppm)     | <25     | <25     | <25     | <25     | <25     |                  |
|   | Flash Point (°F)          | 97      | >140    | >140    | >140    | >140    |                  |
|   | pH                        | 6.63    | 7.31    | 7.12    | 7.46    | 7.67    |                  |
|   | Free Liquid (%)           | 0       | 0       | 0       | 0       | 0       |                  |
|   | TPH (418.1) (ppm)         | 1510    | 1543    | 25,557  | 81,426  | 105,290 | 100              |
|   | DRO (8015) (ppm)          | 38      | 35      | 216     | 54      | 94      |                  |
|   | PCB's (ppm)               | <2      | <2      | <2      | <2      | <2      |                  |
| T<br>C<br>L<br>P<br><br>B<br>N<br>A                               | Cresols (ppm)             | 0.10    | <0.02   | 0.13    | <0.02   | 0.07    | 200              |
|   | 1, 4-Dichlorobenzene      | <0.02   | <0.02   | <0.02   | <0.02   | 0.03    | 7.5              |
|   | 2, 4-Dinitrotoluene       | <0.02   | <0.02   | <0.02   | 0.04    | <0.02   | 0.13             |
|   | Hexachlorobenzene         | <0.02   | <0.02   | <0.02   | 0.05    | 0.02    | 0.13             |
|   | Hexachloro-1, 3-butadiene | <0.015  | 0.50    | <0.02   | 0.02    | 0.08    | 0.5              |
|   | Nitrobenzene              | <0.02   | <0.02   | <0.02   | <0.02   | 0.38    | 2                |
|   | Pentachlorophenol         | 0.07    | 0.07    | <0.05   | <0.05   | 0.10    | 100              |
|   | Pyridine                  | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 5                |
|   | 2, 4, 5 Trichlorophenol   | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 400              |
|   | 2, 4, 6 Trichlorophenol   | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 2                |
| T<br>C<br>L<br>P<br><br>V<br>O<br>L<br>A<br>T<br>I<br>L<br>E<br>S | Hexachloroethane          | <0.02   | <0.02   | 0.03    | <0.02   | 0.05    | 3                |
|   | Benzene                   | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.5              |
|   | Carbon Tetrachloride      | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.5              |
|   | Chlorobenzene             | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 100              |
|   | Chloroform                | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 6                |
|   | 1, 2-Dichloroethane       | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.5              |
|   | 1, 1-Dichloroethane       | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.7              |
|   | 2-Butanone (MEK)          | <5      | <5      | <5      | <5      | <5      | 200              |
|   | Tetrachloroethene         | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.7              |
|   | Trichloroethene           | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.5              |
| T<br>C<br>L<br>P<br><br>M<br>E<br>T<br>A<br>L<br>S                | Vinyl Chloride            | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.2              |
|   | Silver                    | <0.01   | <0.01   | <0.01   | <0.01   | <0.01   | 5                |
|   | Lead                      | <0.1    | <0.1    | <0.1    | <0.1    | 1.0     | 5                |
|   | Cadmium                   | <0.005  | <0.005  | <0.005  | <0.005  | <0.005  | 1                |
|   | Chromium                  | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 5                |
|   | Arsenic                   | <0.001  | 0.003   | 0.008   | <0.01   | <0.001  | 5                |
|   | Mercury                   | <0.0002 | <0.0002 | <0.0002 | <0.0002 | <0.0002 | 0.2              |
|   | Barium                    | 1.5     | <0.1    | <0.1    | 23      | 15      | 100              |
|   | Selenium                  | 0.0005  | 0.03    | <0.002  | <0.002  | <0.002  | 1                |

Full Laboratory Analysis in Appendix B

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HAMMONTREE & ASSOCIATES, LIMITED

## **VII. RECOMMENDATIONS**

Based on the proposals received Hammontree & Associates recommends using the Critter Company to perform the service of bioremediation. Not only do they have lower costs, but they will repeat inoculations of nutrients and microbes until the clean-up is complete. Sunpro is more expensive and will charge over \$7,000.00 per inoculation after the fourth inoculation.

## **VIII. The Critter Company Proposal (see appendix D)**

Bioremediate all 3,000 c.y. with a single bioremediation contract. One or two "batches" may be required based on the quantity excavated and the size of the biocell used.

### **The Critter Company (TCC) Responsibilities**

1. Determine applicability of bioremediation.
2. Develop microbial and nutrient solutions required.
3. Design and construction of bio-cell.
4. Design and construct the required watering system.
5. Work with Hammontree & Associates in developing sampling plan.
6. Application of microbial and nutrient solutions to the contaminated soil.
7. Assess progress and determine modifications necessary.
8. Add filler to bio-cell as necessary.
9. Till soil as necessary.
10. Provide final documentation of results.

COST ESTIMATE = \$23.00/c.y.

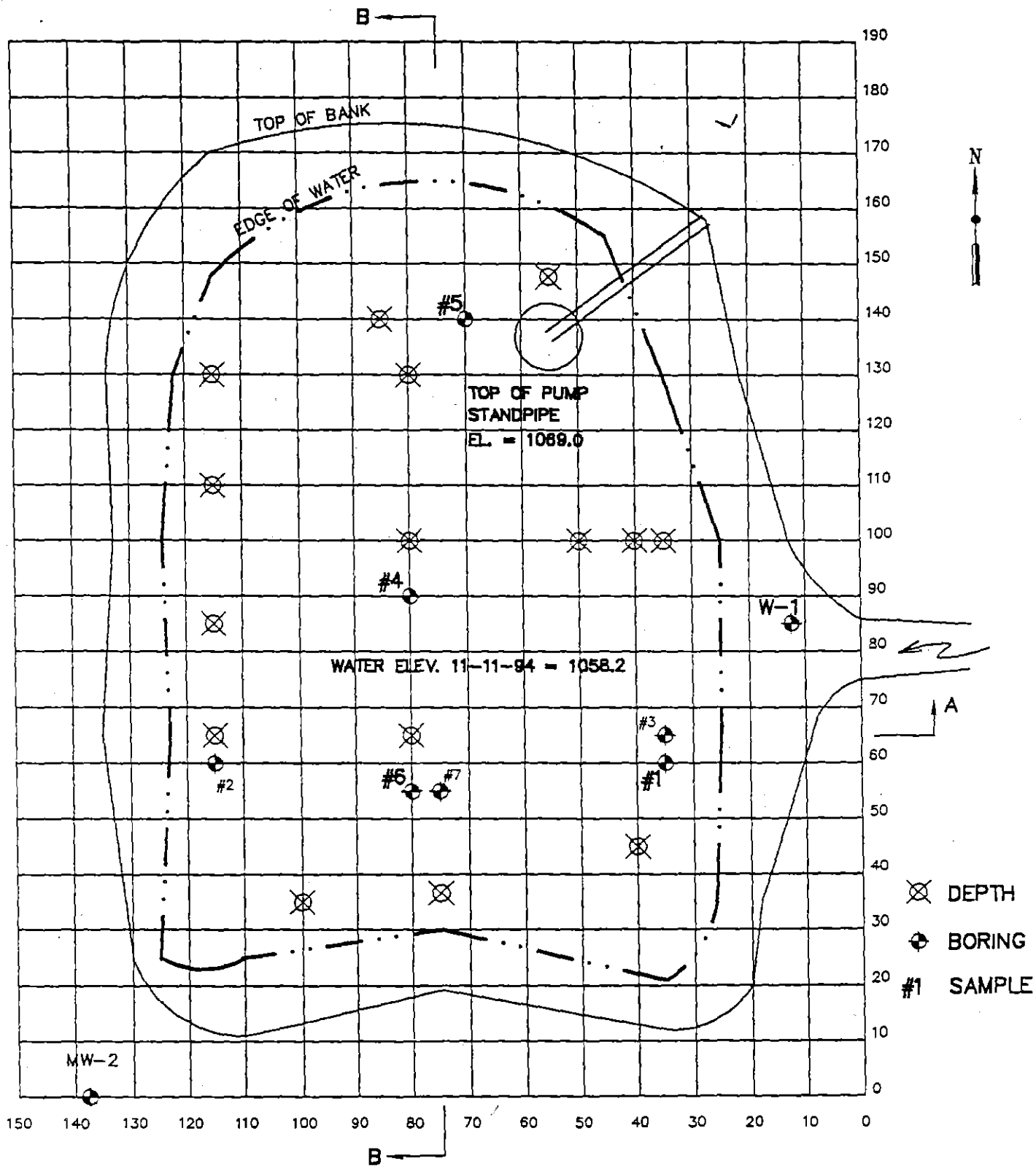
### **Hammontree & Associates Requirements**

1. Coordinate activities as required.
2. Sample for Total Petroleum Hydrocarbons (TPH) as required by TCC.

COST ESTIMATE = \$120.00/sample

### **CDF Requirements**

1. Determine suitable location for remediation site.
2. Provide access.
3. Provide Water.
4. Have legal group determine if permitting is required.



### SAMPLE LOCATIONS

- W-1: FROM THE SIDEWALL, A GRAVELLY SAMPLE
- 1: THICK GREASE, ALMOST CLAY, COMPOSITE FROM 1.9' INTO MUCK AND 4.7' INTO MUCK
- 4: SOFY CLAY (BLACK) TO FAIRLY CLEAN GREASE (APPROX. 2.5' TO 4.0' BELOW MUCK)
- 5: DARK CLAY TO TAN CLAY 2.0' TO 2.5' BELOW MUCK
- 6: GREASE TO BLACK CLAY 2.0' TO 3.0' BELOW MUCK

CDF001142

FIGURE 1: LAGOON #1 SITE PLAN



**CRITTER COMPANY LETTER**

**April 28, 1995**

# THE CRITTER COMPANY

## Biological Remediation of Hydrocarbons

2(b)  
3

6890 E. Sunrise Drive, #120-10 Tucson, Arizona 85715 (520) 299-9808

April 28, 1995

Mr. Keith Houseknect  
Canton Drop Forge  
4575 Southway Street, S.W.  
P.O. Box 6902  
Canton, Ohio 44706

**RE: Revised proposal for treating 9,000 cubic yards of sludge.**

Dear Mr. Houseknect,

Pursuant to our conversation on Wednesday, April 26, 1995 and my conversation with Mr. Gene Hill of Hammontree & Associates on that same day, The Critter Company is proposing to biologically remediate sludge material found in lagoons 1 and 2. The Critter Company proposes to split excavating and bioremediation activities into two separate payment schedules for Canton Drop Forge. The Critter Company proposes the following:

### **PHASE I. (Excavating of material and building biocell)**

- 1) The Critter Company will recommend an excavator to remove sludge from lagoons 1 and 2.
- 2) If necessary, the excavator will provide bonding to Canton Drop Forge.
- 3) The excavator will be paid directly by Canton Drop Forge for work completed.

### **PHASE II. (Bioremediation and maintenance of biocell)**

- 1) The Critter Company will oversee construction of the biocell.
- 2) The Critter Company will inoculate the biocell and lagoon linings with microorganisms specifically grown and cultivated for this site.

- 3) The Critter Company will be responsible for all treatments and tilling of soil on a weekly or by-weekly schedule in the months of April-October.
- 4) The Critter Company will continue to treat until a composite sample reaches 380 ppm or less of total petroleum hydrocarbons.
- 5) The Critter Company will be paid by Canton Drop Forge based on performance of reducing contamination levels.
- 6) The Critter Company and Canton Drop Forge will mutually agree on a payment schedule based on reduction of contamination levels.

Environmental Resources, Inc. and our parent company, The Critter Company, Inc. appreciate this opportunity to bid. Environmental Resources is currently licensed to do business in the State of Ohio. If chosen as the bioremediation contractor on this project, The Critter Company will register with the State of Ohio. The Critter Company carries 2 million dollars of liability insurance. All of our treatment specialists are OSHA 40-Hour Health and Safety trained. If you have any questions or need additional information, please feel free to contact me at (614) 431-8190, or Mr. Jerry Coon in our corporate headquarters at (800) 483-4284.

Sincerely,  
THE CRITTER COMPANY, INC.



Scott Klingensmith  
Project Coordinator

**Portion of Contract  
95-2A**

**June 1, 1995**

The following items shall be considered to be part of the Canton Drop Forge Bioremediation contract documents.

### EXCAVATION COORDINATION

All instruction and coordination regarding the excavation, transportation and placement of soil and sludge shall be the sole responsibility of the Bioremediation contractor. Invoices for excavation services shall be passed directly to CDF with no mark-up. Payment for excavation services shall be made by CDF directly to the excavation contractor. All invoices from the excavator shall be approved by the Critter Company prior to payment by CDF.

### PROGRESS MONITORING AND PAYMENT

Monitoring shall be achieved by sampling the biocell contents and testing for TPH by EPA Method 418.1. Target levels of 380 mg/kg will be used for this project.

Progress sampling shall occur approximately once a month during summer months and once every two months during winter months. Each sampling session will consist of five (5) random samples from the biocell material. When the average TPH concentration of the five (5) samples is less than the appropriate level, and no single sample has a TPH concentration more than 15 percent (15%) above the treatment level, the appropriate payment will be made. PHC-DRO analysis will be performed on composite samples at the beginning, approximate middle, and end of treatment.

Payments shall be made based on the treatment level achieved.

After establishing initial contamination concentration with five (5) random samples, payments will be made according to the following:

HAMMONTREE & ASSOCIATES, LIMITED

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CONTRACT 95-2A



CDF001147

FIRST 4,500 CY

| <u>Treatment Level</u><br><u>(% reduction of TPH)</u> | <u>Payment, %</u> |
|---|-------------------|
| 25%   | 18%               |
| 50%   | 9%                |
| 75%   | 9%                |
| 100%*   | <u>9%</u>         |
| Total   | 45%               |

SECOND 4,500 CY

| <u>Treatment Level</u><br><u>(% reduction of TPH)</u> | <u>Payment, %</u> |
|---|-------------------|
| 25%   | 18%               |
| 50%   | 9%                |
| 75%   | 9%                |
| 100%  | <u>9%</u>         |
| Total   | 90%**             |

\*Target level of 380 mg/kg by EPA Method 418.1 is to be achieved, see section titled "Acceptance of Target Levels".

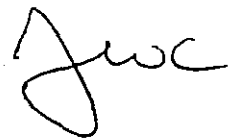
\*\*The final 10% payment will be made one month after achieving target levels, provided that a confirmatory set of lab results indicate that acceptable target levels have been achieved.

HAMMONTREE & ASSOCIATES, LIMITED

w:progress

CONTRACT 95-2A

CDF001148



ACCEPTANCE OF TARGET LEVELS

Sampling sessions will consist of five (5) random samples from the biocell material. When four (4) of the five (5) random samples are below the target level of 380 mg/kg and the fifth random sample is not more than ten percent (10%) over the target level, treatment of the material within the biocell shall be considered conditionally complete. Three more random samples shall then be taken to verify treatment progress. If two (2) of the three (3) additional random samples have TPH levels less than or equal to 380 mg/kg and the third sample is not more than ten percent (10%) over the target level, treatment of the material within the biocell shall be considered complete and payment for that portion of the project paid.

REMOVAL OF SLUDGES AND SOIL FROM CDF SITE

No material from the CDF site shall be removed from CDF property without CDF consent. Should material removal be required for any reason, CDF materials shall not be mixed with any other materials (bulking, etc.) without CDF consent. The location and status of all materials leaving CDF shall be communicated with CDF as requested.

HAMMONTREE & ASSOCIATES, LIMITED

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CONTRACT 95-2A

CDF001149



**Canton Drop Forge  
Ex-Situ Bioremediation - Lagoon #1**

April 1995

| Item No | Item  | Est'd Quantity | Unit | Separate Unit Prices (figures) |             | Combined Unit Prices (to be written in words)    | Quantity Times Unit Total |
|---------|---|----------------|------|--------------------------------|-------------|--|---------------------------|
|         |   |                |      | Mat'L                          | Labor       | Mat'l-Labor-Unit-Total                           | Amount                    |
| 1.1     | Removal of materials lining Lagoon 1                                    | 3,000          | c.y. | N/A                            | \$5.50/cy   | FIVE DOLLARS AND FIFTY CENTS PER CUBIC YARDS     | \$16,500                  |
| 1.2     | Transportation of materials from Lagoon 1 to biocell(s)                 | 3,000          | c.y. | N/A                            | \$5.80/cy   | FIVE DOLLARS AND EIGHTY CENTS PER CUBIC YARDS    | \$17,400                  |
| 1.3     | Construction of biocell(s) for Lagoon 1 materials                       | Lump           | Lump | N/A                            | \$1,920     | ONE-THOUSAND AND NINE HUNDRED AND TWENTY DOLLARS | \$ 1,920                  |
| 1.4     | Treatability study of materials in Lagoon 1                             | Lump           | Lump | N/A                            | N/A         | -  | -                         |
| 1.5     | Bulking of materials from Lagoon 1 with on site materials if required*  | 1,000          | c.y. | N/A                            | N/A         | -  | -                         |
| 1.6     | Bulking of materials from Lagoon 1 with off site materials if required* | 1,000          | c.y. | N/A                            | N/A         | -  | -                         |
| 1.7     | Inoculation of materials in Lagoon 1 biocell(s)**                       | 3,000          | c.y. | \$4.00/c.y.                    | \$8.00/c.y. | TWELVE DOLLARS PER CUBIC YARD                    | \$36,000                  |
| 1.8     | Inoculation of Lagoon 1 lining after sludge removal                     | Lump           | Lump | \$1,000                        | \$2,000     | THREE THOUSAND DOLLARS                           | \$ 3,000                  |
| 1.9     | Site visits   | 30             | Ea.  | Included on item 1.7           |             | -  | -                         |
|         |   |                |      |                                |             |  |                           |

If the contractor does not expect the use of bulking material please indicate by using N/A

\* All items may not be required. Unit process will still be useful in the event that all items are required.

\*\* Inoculation costs shall be based on c.y. of material excavated from the Lagoon #1, not the bulked volume.

Sub-Total Lagoon No. 1 \$ 74,820.00



THE CONTRACTOR agrees to complete all of the work specified for this contract within five hundred forty-eight (548) calendar days (one and one half years) after the date of Notice to Proceed. The bid prices shall include all labor, materials, equipment, overhead, profit, insurance, etc., to cover the finished work. Should contamination still exceed target levels (TPH≤380 ppm), after one and one half years, a meeting between CDF representatives and the contractor shall occur. Based on this meeting CDF will either:

1. Require that all contaminated material resulting from this project be excavated and moved off site for disposal (no further treatment) at a regulated landfill, at no cost to CDF.

OR

2. Allow the contractor six (6) additional months to achieve target levels at no cost to CDF. If after the six (6) month extension target levels have not been achieved, CDF may exercise Option 1. Should the landfilling option be exercised, the contractor must receive CDF approval of all proposed disposal activities prior to disposal. After disposal CDF shall receive documentation verifying proper disposal. If the Contractor does not submit an approved disposal plan within six (6) months of the formal decision to exercise Option 1, CDF may seek outside contractors to remove the TPH contaminated soil resulting from ex-situ bio-remediation attempts. If in-situ means are used, 3,000 c.y. from Lagoon #1 and 9,000 c.y. from Lagoon #2 shall be removed. CDF will bill the bio-remediation contractor for all disposal activities.

Bidder understands that Canton Drop Forge (CDF) reserves the right to reject any or all bids and waive any informalities in the bidding. The bidder agrees that this bid shall be good any may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of Notice of Award by CDF, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required. The bid security attached in the form of \_\_\_\_\_ in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become the property of CDF in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to CDF caused thereby.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

\*See attached Proposal

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CDF001151

## EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

Have you, or your Company, or any organization of which you have been a responsible officer or agent, ever failed to complete any work awarded to you? If so, where and why?

p.

No.

The work awarded or to be awarded will have the personal supervision of whom?

Mr. Jerry Coon of The Critter Company, Inc.

ety

Explain approximately your plan and layout for performing the proposed work.

The Critter Company, Inc. will oversee the construction of a biocell that will encompass approximately 3 acres located between lagoons 2 and 3.

The biocell will be constructed with on-site clean material. A 3' wide and 3' high dike will be built around the entire treatment cell.

Excavated sludge from the two lagoons will be placed into the biocell.

The sludge will be spread to a thickness of 12" to 20" depending on soil conditions. A heavy inoculation of microorganisms will be sprayed on the bottom of the biocell prior to contaminated soil being spread in the treatment cell. The contaminated soil will be sprayed and tilled

on a weekly or by-weekly basis until contamination levels have reached closure levels. Lagoon bottoms will also be lined with microorganisms after material has been 19 excavated.

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CDF001152



RECEIVED

OCT 19 1995

CANTON DROP FORGE

BURL RUMINS IN AKRON

Kieth Houseknecht  
Manager Plant Engineering  
Canton Drop Forge  
4575 Southway SW  
Canton, OH 44706

October 17, 1995

AUGUST OR SEPT OF 95  
IS WHEN LARRY FIRST  
TALKED TO JERRY. PER LARRY P  
ON 8/1/96

Dear Kieth:

I understand that you are in charge of the remediation project that Jerry Coons, of Critter Co., was working on a few weeks ago, when he tried out one of our Brown Bears. Since that time I have been unable to contact Mr.. Coons, so I thought I would send this information to you directly. I have enclosed a piece of descriptive literature and video showing what the Brown Bear Auger Aerator Tractor can do.

Our Company has been dealing with Brown Bears and their applications since 1980, and specialize in the rebuilding, rental, resale and support of these machines. I visited your work site when our Bear was there, and although it contains some materials that can create extra maintenance problems (sharp pieces of steel, huge chunks of concrete and rocks), with some care and caution, I feel the Bear could save you a lot of time and expense over other methods of aerating the microbial action, as well as aid in controlling the moisture content of the product.

We can rent our machines for as little as one month, and for longer term projects have purchase options available that will allow most of the rent to go to the purchase of the machine. I have enclosed a couple of sample descriptive sheets of two of the five units we currently have in inventory.

Although we are only an equipment house, and do not do the operating of the equipment, we do deal with contracting firms that do so, if that is of interest. If you would like more details, or to discuss this further in person, please give me a call. I would be happy to come to your plant to discuss recommendations in equipment and operating technique.

Sincerely,

Larry Philyaw  
MIDWEST AUGER-AERATOR

A9000  
BOBCAT ATTACHMENT



## MIDWEST AUGER-AERATOR

MIDWEST AUGER-AERATOR  
1-1-95 BROWN BEAR PRICES/RENTALS

### USED & RECONDITIONED MACHINES

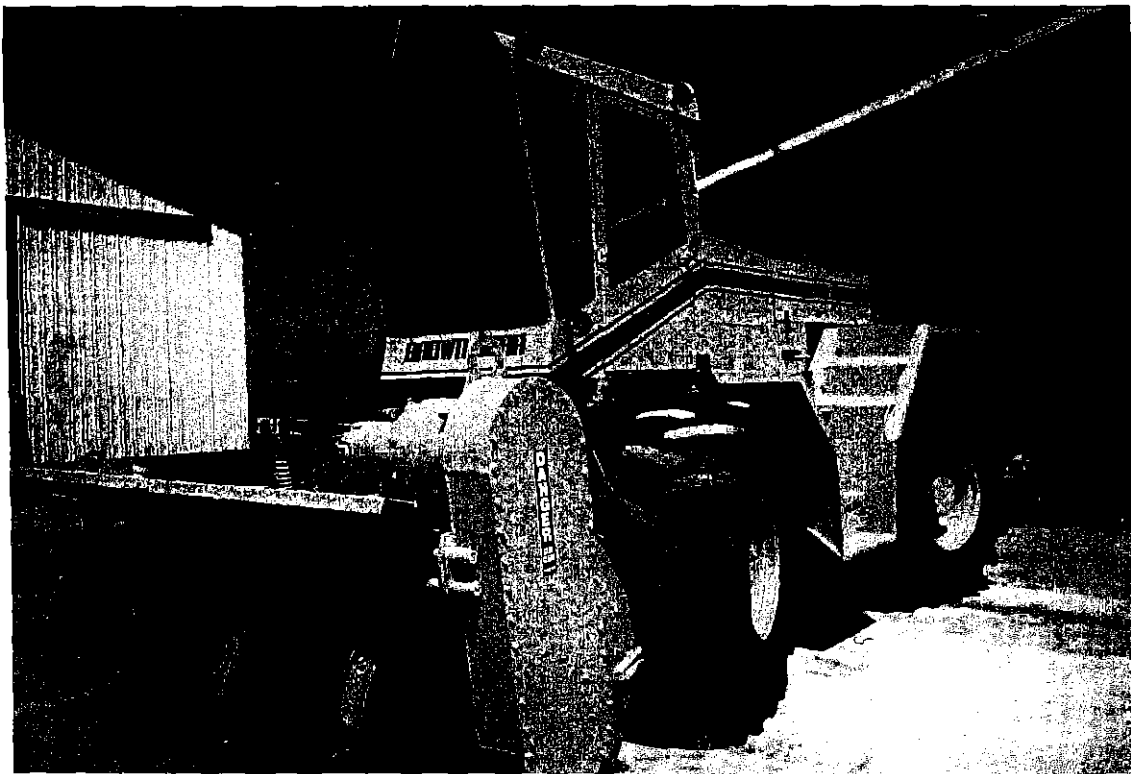
| MODEL/SIZE             | PRICE RANGE | MONTHLY RATE FOR<br>GUARANTEED MIN TERM OF: |       |       |
|------------------------|-------------|---|-------|-------|
|                        |             | 1 MO  | 3 MOS | 6 MOS |
| BBI 300HP<br>12' AUGER | 125-150K    | N/A   | 15K   | 12K   |
| BBI 225HP<br>12' AUGER | 100-120K    | 13.5K                                       | 11K   | 10K   |
| BBI 225HP<br>10' AUGER | 90-115K     | 12K   | 10K   | 9K    |
| BBI 175HP<br>10' AUGER | 65-75K      | 10K   | 9K    | 8K    |

NOTE: SELLING PRICE APPX, WILL VARY W/UNIT AVAILABLE.  
DISCOUNTS ON RENTAL RATE MAY BE AVAILABLE FOR MULTIPLE  
UNIT OR OFF-SEASON RENTALS.

### RENTAL TERMS/CONDITIONS

- ABOVE RATES ARE PER MONTH FOR MIN TERM INDICATED
- ALL RENTAL RATES F.O.B. PONTIAC, IL
- TRANSPORTATION OF EQUIPMENT CAN BE ARRANGED FOR APPROXIMATELY \$2.50/LOADED MILE, INCLUDING OVERWIDTH PERMITS
- OPTION TO PURCHASE ALLOWS FOLLOWING CREDIT OF PAID RENTALS:

|   |   |             |
|---|---|-------------|
| PURCHASED & PAID W/IN 1ST 30 DAYS OF CONTRACT | - | 100% CREDIT |
| " " " 3 MO " "                                | - | 90% CREDIT  |
| " " " 6 MO " "                                | - | 85% CREDIT  |
| " " " 12 MO " "                               | - | 80% CREDIT  |
- FIRST PAYMENT IN ADVANCE ON 3 MO MIN CONTRACTS
- FIRST & LAST IN ADVANCE ON 6 MO OR LONGER CONTRACTS
- CUST RESPONSIBLE FOR ALL MAINT & REPAIRS NOT COVERED BY WARRANTY



## **BROWN BEAR I**

STOCK # 1062

**\$79,500**

225 HP Brown Bear I w/10' Auger w/carbide cutting teeth. JD 6466A Diesel Engine. ROPS Cab w/Heater and Air Conditioning. Four Wheel Drive, Four Wheel Steering, with coordinated, crab & front-wheel-only steering modes. 28.1-26 L1 Forestry Tires, 75-80% Tread Remaining.

Machine completely rebuilt approximately 1500 hours ago, including hydraulic pumps & motors, differentials & axles. Recently gone through in shop, all systems checked, tested, & serviced or repaired as needed.

Available August 15, 1995. 30 day 50/50 warranty. Rent-purchase plan available.

RENTAL RATES: \$12,500/MO. 1 MO. MIN.  
10,000/MO. 3 MO. MIN.  
8,500/MO. 6 MO. MIN.



MIDWEST AUGER-AERATOR

1-800-3294

CDF001155



## **BROWN BEAR SUPER GRIZZLY**

STOCK # 3955

**\$72,500**

This unit is a 225 HP Brown Bear I Grizzly. The Engine, Auger, Axles, Pumps, Motors, etc., are same as Brown Bear I, but mounted on the slightly smaller, but heavier Grizzly chassis. JD 6466A Diesel, ROPS Cab w/Air Conditioning & Heater. All Wheel Drive, Four Wheel Steering, with coordinated, crab & front-wheel-only modes. L.E.D. rear wheel position indicator. Heavy Duty Frame. Auger is BBI Heavy-Duty T-1, 10' width, 39" Diameter. 28L-26 R1 flotation tires.

This is an excellent, low hour (appx 1800) machine, that gives BBI-225HP performance, but for thousands less than a BBI. We have thoroughly gone over this unit in the shop; all systems have been tested, adjusted and repaired as needed to make this a top-notch Bear, ready to go to work.

Available Aug 15, 1995. 60 day 50/50 warranty. Rent-purchase plan available.

RENTAL RATES: \$12,000/MO 1 MO MIN  
9,500/MO 3 MO MIN  
8,000/MO 6 MO MIN



MIDWEST AUGER-AERATOR

1-800-3294

CDF001156

Keith Houseknecht

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**SUNPRO**

MAR 20 1995

CANTON DROP FORGE

24 Hour Phone (216) 966-0910  
Fax (216) 966-1954

DATE: March 13, 1995

TO: Mr. Gene C. Hill  
Environmental Engineer  
Hammontree & Associates, LTD  
5233 Stoneham Road  
North Canton, OH 44720  
Fax: (216) 499-0149

FROM: Ken Kozak  
Corporate Accounts Manager

RE: Remediation of Canton Drop Forge Lagoon 1 PROPOSAL P-3206R

We appreciate the opportunity to provide the following confidential proposal to you for the soil remediation of Waste Water Lagoon #1 at the Canton Drop Forge facility located in Canton, Ohio.

As we discussed, SUNPRO offers a broad spectrum of environmental services featuring property assessment, remedial cleanup, site services, emergency response, as well as regulated transportation and disposal. The management team is committed to providing high quality environmental services to you in a timely, safe and reliable manner.

Remedial cleanup services include building decontamination, soil excavation, groundwater remediation and bio-remediation. Our specialty is the cleaning and restoration of PCB-contaminated floors, walls, equipment, tanks and buildings. We offer a variety of methods, including low-pressure solvent cleaning, selective surface removal, high-pressure cleaning, encapsulation or total removal. The key factor in selection of the optimum methodology is determination of the Client's site specific needs (i.e., risk management, corporate policies, future facility utilization and applicable regulations).

Please note that SUNPRO remediation and site services are available on an emergency basis. Should the need occur, SUNPRO can be reached through the **24-HOUR HOTLINE** phone number listed above. Trained and experienced environmental specialists can provide consultation and emergency response assistance.

**SUNPRO**

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MAR 20 1995

PROPOSAL P-3206R  
PAGE 2

CANTON DROP FORGE

SITE DESCRIPTION

Review of site maps provided by Hammontree indicate the surface area of the lagoon to be approximately 150' x 100', with a maximum depth estimated at 23'. Waste water enters the lagoon through a pipe fed trench located at the East bank. The inflow rate is said to be less than one (1) gallon per minute.

The level is controlled via a pump standpipe located in the northeast corner of the lagoon which pumps waste water from the bottom of the lagoon to a second lagoon approximately 1200' to the East.

The primary contaminant is die lubricant, which is apparent on top of the water surface and on the side walls. The site is said to be non-hazardous based on analysis of a number of water and soil samples. However, TPH levels significantly exceed the 380 ppm clean standard with sample results ranging from 1500 to more than 100,000 ppm. The levels at 5' depths are stated to be below the clean standard. This proposal is based upon the only contaminate being TPH.

The soil matrix is said to consist of approximately 40 percent clay, 40 percent granular material, and 20 percent of a heavy sludge found at the bottom of the lagoon.

A suitable ex-situ treatment site of greater than 100,000 square feet exists at the East end of the property between lagoons #2 and #3.

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REMEDIAL PLAN OF ACTION

SUNPRO proposes to utilize a combination of techniques to minimize total client cost, while keeping remediation times to reasonable levels.

- Prior to the start of work, the client is to remove visible floating product and pump out remaining waste water.
- SUNPRO's remediation shall encompass a depth of up to 5' around the lagoon surface to a maximum of 3,000 cubic yards
- Initially SUNPRO will prepare the ex-situ site by constructing suitable diking around the perimeter and covering the area with a heavy gauge poly liner. Runoff drains will be installed to ensure that excess water flows into the adjacent lagoons.

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MAR 20 1995

PROPOSAL P-3206R

CANTON DROP FORM

PAGE 3

- A watering system will be constructed to ensure proper moisture levels are maintained.
- An in-situ stabilization of the Lagoon surface sludge will be performed to accelerate decomposition.
- The Lagoon material will then be excavated and transported to the on-site location for ex-situ bio-treatment.

### BIO-TREATMENT

The remediation of hydrocarbons in the soils can be accomplished through biodegradation using appropriate nutrients and/or cultured microbes to enhance the population of the indigenous microbes. The laboratory cultured microbes are of the same species as found in the site naturally.

Prior to the introduction of any bioremediation agents, a grid set of six soil samples will be collected and analyzed to establish the starting levels of contamination.

The initial on-site activity will include inoculation with a solution of cultured indigenous bacteria, micro-biological nutrients and supplements, hydrocarbon degrading agents and soil conditioners developed specifically for the site.

Two additional nutrient inoculation will be made at the four and eight week periods. At the time of inoculation and before the nutrient solution is actually injected another set of soil samples will be collected. The data from each sample set will plot the progress of the bioremediation. Four weeks following the third inoculation, the fourth set of samples will be collected and analyzed.

The last step under the primary remediation plan of action is to review the data collected and determine the next, if any, action is to be conducted.

Bioremediation involves the use of living organisms. These organisms are subject to stress from toxic environments, lack of adequate oxygen, moisture, nutrients and ultimately, the food on which they depend. The bioremediation program outlined in this proposal is designed to minimize these stresses, however, influences from temperature and weather are beyond control without extensive and costly engineering solutions. Consequently this proposal details the use of three nutrient injections. The design is to achieve the target remediation goals with three treatments in approximately 16 weeks. Should additional treatments be necessary, they may be conducted on an "as required" basis until the final remediation targets are reached.

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PROPOSAL P-3206R

PAGE 4

CANTON DROP FORD

Schedule of Activity

|         |       |  |
|---------|-------|--|
| Week 1  | 05/01 | Develop ex-situ site, stabilize, excavate and transport up to 3000 cu yds of material to ex-situ site. |
| Week 2  | 05/08 | Collect initial soil samples, inject nutrient solution, till aerate.                                   |
| Week 6  | 06/05 | Collect second soil sample set, second nutrient inoculation, till aerate.                              |
| Week 10 | 07/03 | Collect third soil sample set, third nutrient inoculation, till aerate.                                |
| Week 14 | 07/31 | Collect fourth sample set, analyze and evaluate project progress.                                      |

**STATEMENT OF GUARANTEE**

SUNPRO warrants that all work is performed in accordance with all established safety and environmental rules and regulations.

As outlined in the Remediation Plan of Action Section of this proposal, bioremediation is subject to many influences, some of which are outside of control by this project.

However, as the results of a treatability study performed on samples provided by the Client indicate no bio inhibition, SUNPRO is willing to guarantee the remediation of the hydrocarbon contamination to regulatory limits within three years. This guarantee assumes that samples provided are representative of actual site conditions and that normal weather conditions prevail during the time period.

**PRICING**

SUNPRO offers to perform the tasks outlined in the Remediation Plan of Action and Bio-treatment sections for the price of:

One Hundred and Eight Thousand, Six Hundred Twenty Dollars (\$108,620.00)

This covers all site work and installation plus three (3) nutrient inoculations and collection and analysis of four (4) soil sample sets.

Quantities above 3,000 cubic yards will be billed at \$22.50 per cubic yard.

**SUNPRO**

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CANTON DROP FORGE

PROPOSAL P-3206R  
PAGE 5

In addition, SUNPRO will provide treatments to ensure attainment of regulatory standards as identified under warranty.

Deviations from the specifications, terms or assumptions of this proposal will require a change order with prior approval of both Client and SUNPRO.

### SCHEDULE

Scheduling will depend upon SUNPRO's current outstanding commitments. As much advance notice as possible is appreciated. Mobilization planning can normally begin within a two week notice. As a prerequisite to mobilization, SUNPRO will need site-specific safety information (i.e., emergency contacts, telephone numbers, etc.) for our health and safety plan. A project coordinator will contact you for this information.

### RESPONSIBILITIES

By Hammontree & Associates, LTD:

- Ensure that visible free product has been removed from lagoon surface and that remaining waste water has been pumped out of lagoon and provide for proper disposal of such liquids.
- Assign a Client representative as primary on-site liaison contact and authorize said representative to sign for the Client on daily task completion summary(s), shipping documents and project related paperwork.
- Provide SUNPRO personnel, vehicles and equipment with on-going site security and all necessary clearances and access to perform the project tasks. Provide information and access to on-site medical facilities and alert both security and the medical facility of our presence. Provide access to utilities, including electricity, shop air, telephone, potable water, trash disposal and restrooms, at no charge to SUNPRO.
- Provide SUNPRO with specific detail on the location of underground utilities that may impact on the work zone (i.e., hazards during sampling, drilling, excavation, cleaning, etc.)
- Provide access to scales for incoming and exiting transportation vehicles at no charge to SUNPRO, and provide SUNPRO supervisory personnel copies of the weigh tickets to use as a comparison with the weigh bills of the receiving disposal facility.

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CANTON DROP FORGE

**PROPOSAL P-3206R  
PAGE 6**

- Site security is ongoing and will be continued during the service work by Client.

By SUNPRO:

- Provide a site-specific health and safety plan incorporating Client-provided safety and security issues, rules and regulations governing on-site contractors upon award of contract.
- Provide all personnel, equipment, transportation vehicles and supplies required for the expeditious and comprehensive completion of listed project tasks.
- Provide the Client with daily task completion summary, and comprehensive project report in draft format. The final report would be submitted after receipt and discussion or comments from Client. Standard SUNPRO quality control procedures require that intermediate and final report reviews be conducted by a Principal or Senior Manager of the firm.

### **TERMS**

The following terms were used in preparing this proposal:

- SUNPRO's personnel endeavor to conduct field activities in such a manner as to protect themselves and others from accidents and injury. SUNPRO's personnel use their own safety equipment (hard hats, goggles, protective clothing, respirators, etc.) unless otherwise instructed. When the Client is aware of a need for special safety equipment, the Client should so specify before the work proceeds.
- SUNPRO proposals, correspondence, remediation methods and environmental knowledge are considered Confidential and Proprietary. Methods described in SUNPRO's proposals or correspondence or utilized by SUNPRO in performing contracts are Confidential and Proprietary. Client agrees not to utilize these methods and technologies directly without written approval by SUNPRO and agrees not to disclose any SUNPRO Confidential and Proprietary information to any third parties without written permission by SUNPRO.

**SUNPRO**

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MAR 20 1995

CANTON DROP FORG+

PROPOSAL P-3206R  
PAGE 7

- SUNPRO will have access to the work site. Our quotation is based upon work proceeding from start to finish without intermediate mobilizations or without downtime due to circumstances beyond SUNPRO's control. It does not include any costs for relocating machinery, equipment or miscellaneous debris which may interfere with the work progress. Related downtime is billable to the Client, subject to a four (4) hour minimum labor and equipment charge and any applicable per diem charges.
- SUNPRO includes normal costs for travel, per diems, mobilization and demobilization in this proposal for services. Changes in the scope of work which result in additional mobilization, demobilization, labor, equipment, materials and/or services will be billed to the Client at the regular SUNPRO rate schedule. Additional items not detailed on the rate schedule will be billed with a twenty percent margin over actual invoice cost. Additional item invoice copies will be provided to Client.
- The terms and conditions contract under which this work will be performed are attached.
- Payment terms are net 30 days. A finance charge of 1.5% per month will apply to all past due accounts.

Payments due are as follows:

|     |   |
|-----|---|
| 50% | after initial excavation, stabilization, sampling, and<br>initial inoculation |
| 15% | after fourth sampling   |
| 35% | upon attainment of regulatory limit   |

- The amount of time required to complete each task is based on best engineering judgment. Task completion times and equipment may vary based upon exact conditions encountered during on-site activity.

**SUNPRO**

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MAR 20 1995

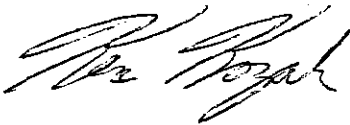
CANTON DROP FORGE

PROPOSAL P-3206R  
PAGE 8

The price and terms quoted in this proposal are effective for thirty (30) days, subject to availability, scheduling, regulatory issues and the general terms and conditions attached.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project. Please reference our proposal number on any correspondence or forthcoming purchase order. In the meantime, should information or emergency services be required, remember the **SUNPRO 24 HOUR HOTLINE (216) 966-0910**.

Sincerely,



Kenneth G. Kozak  
Corporate Accounts Manager

Attachment:

SUNPRO, Inc. Service Terms and Conditions

**SUNPRO**

CDF001164

**Scope of Services**

The work to be performed ("Services") is specifically described in the Proposal.

Company shall pay SUNPRO, Inc. for its Services on the basis of SUNPRO's most recent price quotation ("Quoted Price") unless modified by the parties in writing.

Company acknowledges that in some cases, original information required to provide a Quoted Price commitment is incomplete. SUNPRO may agree to commence Services based upon a qualified Quoted Price. In the event conditions are experienced during Services which result in increased costs, SUNPRO shall notify Company and obtain Company's authorization for such additional costs before continuing any portion of the Services.

**2. Work Site and Access**

SUNPRO's compensation is based on a reasonable and acceptable work environment wherein SUNPRO will be allowed to commence and perform work on an orderly scheduled basis. SUNPRO will notify Company of its schedule for performance of Services and any changes. Company grants SUNPRO and its subcontractors authority to enter the property upon which SUNPRO's Services are to be performed ("Site"). If Company fails to provide the required access to SUNPRO and thereby causes delay, Company will accept an Invoice for any losses caused by the delay.

Company shall identify and locate the area to be serviced and identify and accurately mark all pipelines, utilities, and other facilities at or near the work area. SUNPRO will take reasonable precautions to minimize any damage to the Site and adjoining properties and any cost of correction, repair or replacement shall be borne by Company.

**3. Equipment Preparation and Operation During Performance of Services**

Company agrees to de-energize, lock out, tag test dead, and ground any electrical equipment consistent with SUNPRO's schedule for Services; provide electrical services required for the performance of Services; provide ventilation capacity, as specified; provide access to workrooms, toilet facilities, first-aid and medical facilities for SUNPRO personnel; re-energize the equipment after servicing by SUNPRO. Company shall be responsible for all loss, damage, or injury to equipment that is de-energized including fuses, cutouts and switches, and shall operate its equipment before, during and after servicing in accordance with state, local and federal laws.

**4. Equipment Failure**

Company acknowledges that all equipment may be affected by operating conditions other than those for which the equipment was designed. Each unit is subject to failure at any point and failures may be brought about prematurely by excessive heating, overloading, shock loading, transient voltage surges, among other causes, all of which are within the exclusive control of Company.

Company is aware that operating conditions, including examples stated above which contribute to the failure of equipment may exist prior, during and subsequent to the performance of the Services. Company acknowledges that the operating conditions are under its exclusive control and that Company has elected to service its equipment, such choice having been made with full knowledge of the factors outlined above and after evaluation of the processing equipment, techniques, and procedures to be used by SUNPRO. Company assumes the risk of damage or loss of equipment from any cause whatsoever.

**5. Standard of Service and Warranty**

SUNPRO warrants to Company that the Services will be performed in a good and workmanlike manner and that the same will be free from defects in materials and will be of the kind and quality specified in SUNPRO's quotation. The warranty for remediation of contaminated surfaces terminates immediately upon completion of the sampling of the surface. If any of the Services fail to meet the foregoing standard, SUNPRO will, at its expense, perform Services of the type originally performed to correct any such defective Services of which SUNPRO is notified, in writing, within 90 days of the date of the Service by SUNPRO.

SUNPRO shall, for the protection of Company, request from all vendors and subcontractors from which SUNPRO procures equipment, materials or services, guarantees which will be made available to client to the full extent of the terms hereof. SUNPRO's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Company in enforcing the same.

EXCEPT AS PROVIDED IN THIS SECTION, SUNPRO MAKES NO WARRANTY, EXPRESS OR IMPLIED; ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND SUNPRO SHALL HAVE NO OTHER LIABILITY TO COMPANY FOR DEFECTIVE SERVICES, WHETHER CAUSED BY ERROR, OMISSION, NEGLIGENCE OR OTHERWISE.

**CDF001165****6. Disposal of Material and Title**

SUNPRO will remove from the Project Site all non-hazardous non-consumed materials provided by SUNPRO and equipment furnished by SUNPRO in the course of, or in connection with, its Services. As detailed in the proposal, hazardous or non-hazardous wastes generated by the Services will be packaged, labeled, transported and disposed of in accordance with all applicable EPA regulations at a disposal site selected by Company. Notwithstanding anything to the contrary in this service Agreement, title to, ownership of, and legal responsibility and liability for any and all waste products ("Waste") to be removed or handled by SUNPRO as part of its Services, such

here is a dispute on the invoice. Client will pay that segment of the invoice not in dispute and the disputed amount will be credited or billed on the next monthly invoice.

SUNPRO's compensation does not include sales, use, excise or similar taxes, and such taxes applicable to Services, if any, shall be reimbursed by Company.

Any assignment of this Agreement or any rights hereunder by Company without written consent of SUNPRO shall be void.

No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of SUNPRO.

Upon payment of all fees for services, costs and disbursements, the Company shall be entitled to reproduce any documents prepared under this agreement where such reproduction is in furtherance of proposal purposes. Any other reproduction, publication, distribution or use of such documents or copies is permitted only upon obtaining prior written consent of SUNPRO. Such documents and copies shall at all times remain the property of SUNPRO. All unauthorized uses are at the sole risk of the users.

Neither SUNPRO, nor Company shall offer employment to the other's employees during this agreement and for a period of one (1) year following the date on which the employee(s) last performs services under this Agreement unless there is mutual consent in regards to a particular employee.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Ohio in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

9. **Waiver of Lien**

In consideration of the sum of the purchase amount on all contracts or purchase orders with SUNPRO, the undersigned does hereby waive, release and relinquish any and all liens of claims or right to lien or claim for labor or materials or both, furnished for SUNPRO or SUNPRO's Clients.

10. **Performance**

Performance of Service is conditioned upon the establishment of a starting date which is mutually agreeable to both parties. Company acknowledges that it has been informed by SUNPRO of the manpower and equipment requirements for the Services and that any variance by Company from the starting date may result in certain postponement or cancellation charges or increased charges beyond the quoted price.

SUNPRO Services are based upon access to the work area at any time of the day or night and assumes work days of up to twenty-four (24) hours, with multiple shifts on any calendar day. Company acknowledges that SUNPRO's start dates are approximate and are affected by, among other things, timely completion of previous contracts, adverse weather conditions, travel delay, and equipment maintenance. Completion dates are approximate and are based upon, among other things, prompt receipt of all information, and ready access to equipment upon which Services are to be performed. Any delays caused by Company, its subcontractors, its representatives, and/or its employees shall entitle SUNPRO to adjust its most recent price quotation.

SUNPRO shall not be liable for delays in performance due to (1) causes beyond its reasonable control, (2) acts of God, acts of Company, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, or delays in transportation, (3) inability to obtain suitable labor, materials, components or manufacturing facilities, or (4) other commercial impracticability. In the event of any such delay, new start and completion dates shall be subject to modification, and shall be grounds for renegotiation of the contract price. Company will be responsible for the cost of any additional work resulting from such delays. SUNPRO will be responsible for notifying Company of any delays.

11. **Cancellation**

Company may cancel its order only upon written notice to SUNPRO not less than thirty (30) days before scheduled starting date. In the event Company cancels its order, Company shall pay to SUNPRO cancellation charges of 10% of the contract price contained in Company's quotation plus all actual expenses incurred by SUNPRO as of the date SUNPRO receives the written notice of cancellation in preparation to perform Services.

12. **Entire Agreement**

The Company's engagement of SUNPRO represents Company's acceptance of SUNPRO's Proposal and these General Conditions, which constitute the entire understanding and supersede any prior or subsequent communications, representations or agreements of the parties, whether oral or written, including Company's additions or different terms and conditions that may be contained in any purchase order, work order, acknowledgment form, manifest or other document forwarded by Company to SUNPRO to which notice of objection is hereby given. If any portion of the Proposal or these General Conditions are held invalid or unenforceable, any remaining portion shall continue in full force and effect. There shall be no assignment of the rights or obligations by either party and any assignment shall render the duties and obligations of the other party null and void.



4650 SOUTHWAY S.W.  
P.O. BOX 6059  
CANTON, OHIO 44706  
(216) 478-2151

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TO: CANTON DROP FORGE  
4575 SOUTHWAY ST. S.W.  
CANTON, OH  
44706

INVOICE DATE 8/19/96

INVOICE No. 960833

TERMS: net 10 days

CUST. 0885 02595 JOB 02595 CONTRACT P.O. 096432

| DATE                          | DESCRIPTION                   | PRICE   | TOTAL  |
|-------------------------------|-------------------------------|---------|--------|
|                               | MISC. DOZING                  |         |        |
| 8/12/96                       | TRACTOR W. HYD LOWBOY 1.00 HR | 85.0000 | 85.00  |
| 8/12/96                       | DRIVER O.T. 1.00 HR           | 9.6300  | 9.63   |
| 8/12/96                       | CASE 1150 DOZER .50 HR        | 90.0000 | 45.00  |
| 8/13/96                       | CASE 1150 DOZER 8.00 HR       | 90.0000 | 720.00 |
| 8/14/96                       | LABORER 2.00 HR               | 28.7900 | 57.58  |
| Total Amount Due This Invoice |                               |         | 917.21 |

OK  
KTH  
9/6/96

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TAB

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Reg. No. 093271

| ACCOUNT DISTRIBUTION |       |       |             |             |                 |  |  | Freight Prov. | Invoice Amount |
|----------------------|-------|-------|-------------|-------------|-----------------|--|--|---------------|----------------|
| Genl. Acct.          | Plant | Dept. | Cost Center | Machine No. | Factory Account |  |  |               |                |
| 131                  | B     |       |             |             | 20 42           |  |  |               | 917.21         |
| 131                  |       |       |             |             |                 |  |  |               |                |
| 131                  |       |       |             |             |                 |  |  |               |                |
| 4336592801           |       |       |             |             |                 |  |  |               |                |

CDF001167

THE BEAVER EXCAVATING COMPANY

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4650 SOUTHWAY S.W.  
P.O. BOX 6059  
CANTON, OHIO 44706  
(216) 478-2151



To: CANTON DROP FORGE  
4575 SOUTHWAY ST. S.W.  
CANTON, OH  
44706

INVOICE DATE 9/16/96

INVOICE No. 960919

*Keith*

TERMS: net 10 days

|                               |                      |     |          |         |            |               |
|-------------------------------|----------------------|-----|----------|---------|------------|---------------|
| CUST. 0885 02595 02595        |                      | JOB | CONTRACT |         | P.O. 96462 |               |
| DATE                          | DESCRIPTION          |     |          | PRICE   | TOTAL      |               |
| WIND ROW POND                 |                      |     |          |         |            |               |
| 8/30/96                       | TRACTOR W/HYD LOWBOY |     |          | 1.00 HR | 85.0000    | 85.00         |
| 8/30/96                       | CASE 1150DOZER       |     |          | 9.50 HR | 90.0000    | 855.00        |
| 8/30/96                       | OPERATOR O.T.        |     |          | 1.50 HR | 11.8200    | 17.73         |
| 8/30/96                       | LABORER O.T.         |     |          | 4.50 HR | 38.7900    | 174.55        |
| Total Amount Due This Invoice |                      |     |          |         |            | =====         |
|                               |                      |     |          |         |            | ce 1,132.28   |
|                               |                      |     |          |         |            | =====         |
|                               |                      |     |          |         |            | OK FOR ESCROW |

*clean up*

*OK FOR ESCROW*

608

| ACCOUNT DISTRIBUTION |       |       |             |             |                 |               | Reg. No.       |
|----------------------|-------|-------|-------------|-------------|-----------------|---------------|----------------|
| Genl. Acct.          | Plant | Dept. | Cost Center | Machine No. | Factory Account | Freight Prov. | Invoice Amount |
| 131                  |       |       |             |             |                 |               |                |
| 131                  |       |       |             |             |                 |               |                |
| 131                  |       |       |             |             |                 |               |                |
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|                      |       |       |             |             |                 |               |                |

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# FAX COVER SHEET

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3 477-2016

DATE: 11/22 TIME: \_\_\_\_\_

TO: Gene Hill

COMPANY NAME: Hammontree & Associates Limited

FAX NUMBER: 216 499 0149

FROM: Stephanie

SUMMIT ENVIRONMENTAL TECHNOLOGIES, INC.  
595 EAST TALLMADGE AVENUE  
AERON, OHIO 44310

TEL: (216) 253-8211  
FAX: (216) 253-4489

MEMO \_\_\_\_\_  
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\_\_\_\_\_  
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NO. OF PAGES INCLUDING COVER: \_\_\_\_\_

*your connection to a cleaner environment*

unmit Environmental Technologies, Inc.



for connection to a cleaner environment

November 21, 1994

Mr. Gene G. Hill, E.I.T., M.S.  
Hammontree and Associates, Limited  
5233 Stoncham Road  
N. Canton, Ohio 44720

Date Collected: 11/2/1994  
Date Received: 11/2/1994  
Client ID #: W-1, Lagoon Side  
Laboratory ID #: 94063-01  
Extraction Method: 1311  
Date of Analysis: 11/5/1994

TOXICITY

TCLP Metals

| <u>Parameter</u> | <u>Detection Limit</u><br>(ppm) | <u>Results</u><br>(ppm) | <u>Regulatory Level</u><br>(ppm) |
|------------------|---------------------------------|-------------------------|----------------------------------|
| Silver           | 0.01                            | < 0.01                  | 5                                |
| Lead             | 0.1                             | < 0.1                   | 5                                |
| Cadmium          | 0.005                           | < 0.005                 | 1                                |
| Chromium         | 0.05                            | < 0.05                  | 5                                |
| Arsenic          | 0.001                           | < 0.001                 | 5                                |
| Mercury          | 0.0002                          | < 0.0002                | 0.2                              |
| Barium           | 0.1                             | 1.5                     | 100                              |
| Selenium         | 0.002                           | 0.005                   | 1                                |

Laboratory Manager: Bassam Youssef

*M O Osman for/ENVY*

**Summit Environmental Technologies, Inc.**



*your connection to a cleaner environment*

November 21, 1994

Mr. Gene G. Hill, E.I.T., M.S.  
Hammontree and Associates, Limited  
5233 Stonesham Road  
N. Canton, Ohio 44720

Date Collected: 11/2/1994  
Date Received : 11/2/1994  
Client ID #: W-1, Lagoon Side  
Laboratory ID #: 94063-01  
Extraction Method: 1311  
Date of Analysis: 11/19/1994

*TOXICITY*

**TCLP Volatiles**

| <b><u>Parameter</u></b> | <b><u>Detection Limit</u></b><br><b><u>(ppm)</u></b> | <b><u>Results</u></b><br><b><u>(ppm)</u></b> | <b><u>Method</u></b> | <b><u>Regulatory</u></b><br><b><u>Level</u></b><br><b><u>(ppm)</u></b> |
|-------------------------|--|--|----------------------|--|
| Benzene                 | 0.05   | < 0.05                                       | 8240                 | 0.5  |
| Carbon tetrachloride    | 0.05   | < 0.05                                       | 8240                 | 0.5  |
| Chlorobenzene           | 0.05   | < 0.05                                       | 8240                 | 100  |
| Chloroform              | 0.05   | < 0.05                                       | 8240                 | 6  |
| 1,2-Dichloroethane      | 0.05   | < 0.05                                       | 8240                 | 0.5  |
| 1,1-Dichloroethene      | 0.05   | < 0.05                                       | 8240                 | 0.7  |
| 2-Butanone (MEK)        | 0.5  | < 0.5  | 8240                 | 200  |
| Tetrachloroethene       | 0.05   | < 0.05                                       | 8240                 | 0.7  |
| Trichloroethene         | 0.05   | < 0.05                                       | 8240                 | 0.5  |
| Vinyl Chloride          | 0.05   | < 0.05                                       | 8240                 | 0.2  |

Laboratory Manager: Bassam Yousef

*M. O. Osman R. / ENX*

CDF001171

09/96 10:13

3304990149

MON 10:10 AM HAMMONTREE&ASSOC. LTD

FAX NO. 3304990149

P. 02/02

2(b)  
3

**Environmental Technologies, Inc.**  
*Contribution to a cleaner environment*

**A2LA CERTIFICATION NO. 724.01**

**Offices in Major U.S. Cities**



GGH  
September 4, 1996


Mr. Gene Hill  
Hammontree & Associates  
5233 Stoneham Road  
North Canton, OH 44720

Dear Mr. Hill:

This is to inform you that sample ID# 94063-01 was ran using a GC-FID, Hexachloro-1,3-butadiene was detected. To confirm this, the lab ran the sample using a different method (GC/MS). Hexachloro-1,3-butadiene was not detected. We believe that the second technique used is more accurate than the first one.

If you have any questions, please do not hesitate to call.

Sincerely,

  
Bassam Youssef  
Laboratory Manager

CDF001172

1/22/94

15:35

216 499 0149

JM HAMMONTREE &amp; ASSOC.

11.22.1994 15:13

P. 4

Environmental Technologies, Inc.



Inspection by a cleaner environment

November 21, 1994

Mr. Gene G. Hill, E.I.T., M.S.  
 Hammontree and Associates, Limited  
 5233 Stoneham Road  
 N. Canton, Ohio 44720

Date Collected: 11/2/1994  
 Date Received: 11/2/1994  
 Client ID #: W-1, Lagoon Side  
 Laboratory ID #: 94063-01  
 Extraction Method: 1311  
 Date of Analysis: 11/8/1994

# **TCLEBNA**

| Parameter                | Detection Limit (ppm) | Results (ppm) | Method | Regulatory Level (ppm) |
|--------------------------|-----------------------|---------------|--------|------------------------|
| Cresols                  | 0.02                  | 0.10          | 8270   | 200                    |
| 1,4-Dichlorobenzene      | 0.02                  | <0.02         | 8270   | 7.5                    |
| 2,4-Dinitrotoluene       | 0.02                  | <0.02         | 8270   | 0.13                   |
| Hexachlorobenzene        | 0.02                  | <0.02         | 8270   | 0.13                   |
| Hexachloro-1,3-butadiene | 0.02                  | 1.80          | 8270   | 0.5                    |
| Nitrobenzene             | 0.02                  | <0.02         | 8270   | 2                      |
| Pentachlorophenol        | 0.02                  | 0.07          | 8270   | 100                    |
| Pyridine                 | 0.05                  | <0.05         | 8270   | 5                      |
| 2,4,5-Trichlorophenol    | 0.05                  | <0.05         | 8270   | 400                    |
| 2,4,6-Trichlorophenol    | 0.05                  | <0.05         | 8270   | 2                      |
| Hexachloroethane         | 0.02                  | <0.02         | 8270   | 3                      |

Laboratory Manager: Bassam Yousef

CDF001173

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**Summit Environmental Technologies, Inc.**



*your connection to a cleaner environment*

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November 21, 1994



**Summit Environmental Technologies, Inc.***your connection to a cleaner environment*

November 21, 1994

Mr. Gene G. Hill, B.I.T., M.S.  
Hammontree and Associates, Limited  
3233 Stoneham Road  
N. Canton, Ohio 44720

Date Collected: 11/2/1994  
Date Received: 11/2/1994  
Client ID #: W-1, Lagoon Side  
Laboratory ID #: 94063-01  
Method: 8080  
Date of Analysis: 11/16/94

**PCB's**

| <b><u>Parameter</u></b> | <b><u>Detection Level</u></b><br><b><u>(ppm)</u></b> | <b><u>Results</u></b><br><b><u>(ppm)</u></b> |
|-------------------------|--|--|
| PCB-1242                | 2  | <2   |
| PCB-1254                | 2  | <2   |
| PCB-1221                | 2  | <2   |
| PCB-1232                | 2  | <2   |
| PCB-1248                | 2  | <2   |
| PCB-1260                | 2  | <2   |
| PCB-1016                | 2  | <2   |

Laboratory Manager: Bassam Yousef

*Ms. Olman for RNY*

**Summit Environmental Technologies, Inc.***your connection to a cleaner environment*

November 21, 1994

Mr. Gene G. Hill, E.I.T., M.S.  
Hammontree and Associates, Limited  
5233 Stoneham Road  
N. Canton, Ohio 44720

Date Collected: 11/2/1994  
Date Received: 11/2/1994  
Client ID #: W-1, Lagoon Side  
Laboratory ID #: 94063-01  
Analysis: Misc.  
Date of Analysis: 11/16/94

**Miscellaneous**

| <u>Parameter</u> | <u>Detection Limit(ppm)</u> | <u>Results(ppm)</u> |
|------------------|-----------------------------|---------------------|
| Reactive Cyanide | 0.5                         | <0.5ppm             |
| Reactive Sulfide | <25                         | <25ppm              |
| Flash Point      | -                           | 97F - ignit.        |
| PH               | -                           | 6.63 - pH           |
| Free Liquid      | -                           | 0% - solid          |
| TPH(418.1)       | -                           | 1510ppm             |
| DRO (8015)       | 10                          | 38                  |

*Handwritten notes:*  
} React.  
} Petrol  
Hydro.

Laboratory Manager: Bassam Youssef

CDF001176

**Summit Environmental Technologies, Inc.***your connection to a cleaner environment*

November 21, 1994

Mr. Gene G. Hill, E.I.T., M.S.  
Hammontree and Associates, Limited  
5233 Stoneham Road  
N. Canton, Ohio 44720

Date Collected: 11/2/1994  
Date Received: 11/2/1994  
Client ID #: 1, Lagoon Bottom  
Laboratory ID #: 94063-02  
Extraction Method: 1311  
Date of Analysis: 11/5/94

**TCLP Metals**

| <u>Parameter</u> | <u>Detection Limit</u><br>(ppm) | <u>Results</u><br>(ppm) | <u>Regulatory Level</u><br>(ppm) |
|------------------|---------------------------------|-------------------------|----------------------------------|
| Silver           | 0.01                            | < 0.01                  | 5                                |
| Lead             | 0.1                             | < 0.1                   | 5                                |
| Cadmium          | 0.005                           | < 0.005                 | 1                                |
| Chromium         | 0.05                            | < 0.05                  | 5                                |
| Arsenic          | 0.001                           | 0.003                   | 5                                |
| Mercury          | 0.0002                          | < 0.0002                | 0.2                              |
| Barium           | 0.1                             | < 0.1                   | 100                              |
| Selenium         | 0.002                           | 0.03                    | 1                                |

Laboratory Manager: Bassam Youssef

CDF001177

**Summit Environmental Technologies, Inc.***your connection to a cleaner environment*

November 21, 1994

Mr. Gene G. Hill, E.I.T., M.S.  
Hammontree and Associates, Limited  
5233 Stoneham Road  
N. Canton, Ohio 44720

Date Collected: 11/2/1994  
Date Received: 11/2/1994  
Client ID #: 1, Lagoon Bottom  
Laboratory ID #: 94063-02  
Extraction Method: 1311  
Date of Analysis: 11/19/94

**TCLP Volatiles**

| <b><u>Parameter</u></b> | <b><u>Detection Limit</u></b><br><b><u>(ppm)</u></b> | <b><u>Results</u></b><br><b><u>(ppm)</u></b> | <b><u>Method</u></b> | <b><u>Regulatory</u></b><br><b><u>Level</u></b><br><b><u>(ppm)</u></b> |
|-------------------------|--|--|----------------------|--|
| Benzene                 | 0.05   | < 0.05                                       | 8240                 | 0.5  |
| Carbon tetrachloride    | 0.05   | < 0.05                                       | 8240                 | 0.5  |
| Chlorobenzene           | 0.05   | < 0.05                                       | 8240                 | 100  |
| Chloroform              | 0.05   | < 0.05                                       | 8240                 | 6  |
| 1,2-Dichloroethane      | 0.05   | < 0.05                                       | 8240                 | 0.5  |
| 1,1-Dichloroethene      | 0.05   | < 0.05                                       | 8240                 | 0.7  |
| 2-Butanone (MEK)        | 0.5  | < 0.5  | 8240                 | 200  |
| Tetrachloroethene       | 0.05   | < 0.05                                       | 8240                 | 0.7  |
| Trichloroethene         | 0.05   | < 0.05                                       | 8240                 | 0.5  |
| Vinyl Chloride          | 0.05   | < 0.05                                       | 8240                 | 0.2  |

Laboratory Manager: Bassam Youssef

CDF001178

**Summit Environmental Technologies, Inc.***your connection to a cleaner environment*

November 21, 1994

Mr. Gene G. Hill, E.I.T., M.S.  
Hammontree and Associates, Limited  
5233 Stoneham Road  
N. Canton, Ohio 44720

Date Collected: 11/2/1994  
Date Received: 11/2/1994  
Client ID #: 1, Lagoon Bottom  
Laboratory ID #: 94063-02  
Extraction Method: 1311  
Date of Analysis: 11/8/94

**TCLP BNA**

| <b><u>Parameter</u></b>  | <b><u>Detection Limit</u></b><br><b><u>(ppm)</u></b> | <b><u>Results</u></b><br><b><u>(ppm)</u></b> | <b><u>Method</u></b> | <b><u>Regulatory</u></b><br><b><u>Level</u></b><br><b><u>(ppm)</u></b> |
|--------------------------|--|--|----------------------|--|
| Cresols                  | 0.02   | <0.02  | 8270                 | 200  |
| 1,4-Dichlorobenzene      | 0.02   | < 0.02                                       | 8270                 | 7.5  |
| 2,4-Dinitrotoluene       | 0.02   | <0.02  | 8270                 | 0.13   |
| Hexachlorobenzene        | 0.02   | <0.02  | 8270                 | 0.13   |
| Hexachloro-1,3-butadiene | 0.02   | 0.50   | 8270                 | 0.5  |
| Nitrobenzene             | 0.02   | <0.02  | 8270                 | 2  |
| Pentachlorophenol        | 0.02   | 0.07   | 8270                 | 100  |
| Pyridine                 | 0.05   | <0.05  | 8270                 | 5  |
| 2,4,5-Trichlorophenol    | 0.05   | <0.05  | 8270                 | 400  |
| 2,4,6-Trichlorophenol    | 0.05   | <0.05  | 8270                 | 2  |
| Hexachloroethane         | 0.02   | <0.02  | 8270                 | 3  |

Laboratory Manager: Bassam Yousef

CDF001179

**Summit Environmental Technologies, Inc.***your connection to a cleaner environment*

November 21, 1994

Mr. Gene G. Hill, E.I.T., M.S.  
Hammontree and Associates, Limited  
5233 Stoneham Road  
N. Canton, Ohio 44720

Date Collected: 11/2/1994  
Date Received: 11/2/1994  
Client ID #: 1, Lagoon Bottom  
Laboratory ID #: 94063-02  
Method: 8080  
Date of Analysis: 11/16/94

**PCB's**

| <b><u>Parameter</u></b> | <b><u>Detection Level</u></b><br><b><u>(ppm)</u></b> | <b><u>Results</u></b><br><b><u>(ppm)</u></b> |
|-------------------------|--|--|
| PCB-1242                | 2  | <2   |
| PCB-1254                | 2  | <2   |
| PCB-1221                | 2  | <2   |
| PCB-1232                | 2  | <2   |
| PCB-1248                | 2  | <2   |
| PCB-1260                | 2  | <2   |
| PCB-1016                | 2  | <2   |

Laboratory Manager: Bassam Youssef

*M. Osama for LNY*

CDF001180

**Summit Environmental Technologies, Inc.***your quest for a cleaner environment*

November 21, 1994

Mr. Gene G. Hill, E.I.T., M.S.  
Hammontree and Associates, Limited  
5233 Stoneham Road  
N. Canton, Ohio 44720

Date Collected: 11/2/1994  
Date Received: 11/2/1994  
Client ID #: 1, Lagoon Bottom  
Laboratory ID #: 94063-02  
Analysis: Misc.  
Date of Analysis: 11/16, 11/20/94

**Miscellaneous**

| <b><u>Parameter</u></b> | <b><u>Detection Limit(ppm)</u></b> | <b><u>Results(ppm)</u></b> |
|-------------------------|------------------------------------|----------------------------|
| Reactive Cyanide        | 0.5                                | <0.5ppm                    |
| Reactive Sulfide        | <25                                | <25ppm                     |
| Flash Point             | -                                  | >140F                      |
| PH                      | -                                  | 7.31                       |
| Frec liquid             | -                                  | 0%                         |
| TPH(418.1)              | -                                  | 1543ppm                    |
| DRO (8015)              | 10                                 | 35                         |

Laboratory Manager: Bassam Youssef

*M. J. O'Brien for BNY*

CDF001181

2(b)  
3

A2LA CERTIFICATION NO. 724.01

Offices in Major U.S. Cities

September 18, 1996

1

Hammontree & Associates  
5233 Stoneham Road  
North Canton, OH 44720

Date Collected: 9/12/96  
Date Received: 9/12/96  
Project #: CDF-BIOCELL  
Client ID #: CDF-BIOCELL  
Laboratory ID #: 961134-01  
Matrix: Solid

| <u>Parameter</u> | <u>Detection<br/>Limit</u> | <u>Results</u>  | <u>Method</u> | <u>Date of<br/>Analysis</u> |
|------------------|----------------------------|-----------------|---------------|-----------------------------|
| TPH              | 10.0 mg/kg                 | 469,996.0 mg/kg | 418.1         | 9/13/96                     |

144,000 TPH

RE TESTED SAME  
SAMPLE - NEW TEST  
AFTER MIXING SHOWED  
KH

From P.Z.  
lc

called  
9/23/96  
re: high results  
GKH

Laboratory Manager: Bassam Youssef

CDF001182







## CANTON DROP FORGE

### TELECOPIER COVER SHEET

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: DOE  
FIRM: ON ENVIRON-MATL  
CITY: \_\_\_\_\_  
PHONE: ( ) FAX: ( )

FROM:

NAME: KEITH  
FIRM: CANTON DROP FORGE  
CITY: Canton, OH

TOTAL NUMBER OF PAGES 6 INCLUDING COVER SHEET.

WE ARE TRANSMITTING ON THE FOLLOWING:

DATE: 9/24/96  
TIME: 1:50

IF YOU DO NOT RECEIVE ALL PAGES - PLEASE CALL BACK AS SOON AS POSSIBLE.

TELEPHONE: (330) 477-4511, EXT. \_\_\_\_\_

=====

C&D MAT'L ON EAST SIDE OF  
PLANT. THIS IS NOT THE MAT'L.  
IT IS THE DIRT ON THE EXTERIOR  
OF THE BLOCKS OF CONCRETE.

CDF001184

Offices in: Akron, OH; Ft. Wayne, IN; Nashville, TN; New Haven, CT

August 2, 1995

Mr. Gene G. Hill, E.I.T., M.S.  
Hammontree & Associates, LTD  
5233 Stoneham Rd.  
N. Canton, Ohio 44720

Date Received: 7/25/1995  
Date Collected: 7/25/1995  
Project #: N/A  
Client ID #: See Below  
Laboratory ID #: See Below  
Matrix: Soil  
Analysis: TPH418.1  
Date of Analysis: 7/26, 8/1/1995

| <u>Parameter</u> | <u>Lab ID #</u> | <u>Client ID #</u> | <u>Detection</u><br><u>Limit</u><br><u>(mg/kg)</u> | <u>Results</u><br><u>(mg/kg)</u> | <u>% Solids</u> |
|------------------|-----------------|--------------------|--|----------------------------------|-----------------|
| TPH418.1         | CDF-3           | 95743-01           | 500  | 84663                            | 88.00           |
| *TPH418.1        | CDF-4           | 95743-02           | 500  | 132473                           | 75.00           |

\* This sample is a moderate to highly aromatic oil.

Laboratory Manager: Bassam Youssef



CDF001185

July 24, 1995

Mr. Gene G. Hill, E.I.T., M.S.

Hammontree & Associates, LTD  
5233 Stoneham Rd.  
N. Canton, Ohio 44720

Date Received: 7/19/1995  
Date Collected: 7/19/1995  
Project #: Critter Co.  
Client ID #: See Below  
Laboratory ID #: See Below  
Matrix: Soil  
Analysis: TPH418.1  
Date of Analysis: 7/20/1995, 7/21/1995  
Detection Limit: 10 mg/kg

| <u>Lab ID #</u> | <u>Client ID #</u> | <u>Results (mg/kg)</u> |
|-----------------|--------------------|------------------------|
| 95709-01        | CDF1               | 98685                  |
| 95709-02        | CDF2               | 101137                 |
| 95709-03        | CDF3               | 187872                 |

Laboratory Manager: Bassam Youssef



CDF001186



May 10, 1996

1

Hammontree & Associates  
5233 Stoneham Road  
North Canton, OH 44720

Date Collected: N/A  
Date Received : 5/7/96  
Project #: CDF  
Client ID #: See Below  
Laboratory ID #: See Below  
Analysis: TPH-418.1  
Detection Limit: 10.0 mg/kg  
Date of Analysis: 5/9/96

| <u>Laboratory ID #</u> | <u>Client ID #</u> | <u>Results (mg/kg)</u> | <u>% Solid</u> |
|------------------------|--------------------|------------------------|----------------|
| 96566-01               | 11, CDF-BIOCELL 11 | 83,707.0               | 94.0           |
| 96566-02               | 12, CDF-BIOCELL 12 | 103,103.0              | 96.0           |
| 96566-03               | 13, CDF-BIOCELL 13 | 167,069.0              | 89.0           |
| 96566-04               | 14, CDF-BIOCELL 14 | 96,869.0               | 90.0           |
| 96566-05               | 15, CDF-BIOCELL 15 | 161,350.0              | 90.0           |

Laboratory Manager: Bassam Youssef

CDF001187

October 5, 1995

Mr. Gene G. Hill, E.I.T., M.S.  
Hammontree & Associates, LTD  
5233 Stoneham Rd.  
N. Canton, Ohio 44720

Date Received : 10/2/95  
Date Collected: 9/29/95  
Project #: CDF Lagoon #1  
Matrix: Soil  
Method: 418.1  
Detection Limit: 10 mg/kg  
Date Analyzed: 10/4/95

| <u>Lab ID #</u> | <u>Client ID #</u>           | <u>TPH418.1</u><br><u>(mg/kg)</u> | <u>% Solids</u> |
|-----------------|------------------------------|-----------------------------------|-----------------|
| 951000-01       | BioCell-SW<br>(Dry)          | 60880                             | 88              |
| 951000-02       | BioCell-South<br>(Clay Like) | 98659                             | 88              |
| 951000-03       | BioCell-East<br>(Clay Like)  | 83645                             | 85              |
| 951000-04       | BioCell-NE Clay              | 107022                            | 88              |
| 951000-05       | BioCell-West<br>(Dry)        | 39375                             | 94              |

Laboratory Manager: Bassam Youssef



CDF001188

TABLE 1: LAB ANALYSIS SUMMARY

2(b)  
3

| M<br>I<br>S<br>C<br>E<br>L<br>L<br>A<br>N<br>E<br>O<br>U<br>S     | Sample #                  | W-1     | 1       | 4       | 5       | 6       | Regulatory Limit |
|---|---------------------------|---------|---------|---------|---------|---------|------------------|
|   | Parameter                 |         |         |         |         |         |                  |
|   | Reactive Cyanide (ppm)    | <0.5    | <0.5    | <0.5    | <0.5    | <0.5    |                  |
|   | Reactive Sulfur (ppm)     | <25     | <25     | <25     | <25     | <25     |                  |
|   | Flash Point (°F)          | 97      | >140    | >140    | >140    | >140    |                  |
|   | pH                        | 6.63    | 7.31    | 7.12    | 7.46    | 7.67    |                  |
|   | Free Liquid (%)           | 0       | 0       | 0       | 0       | 0       |                  |
|   | TPH (418.1) (ppm)         | 1510    | 1543    | 25,557  | 81,426  | 105,290 | 105              |
|   | DRO (8015) (ppm)          | 38      | 35      | 216     | 54      | 94      |                  |
|   | PCB's (ppm)               | <2      | <2      | <2      | <2      | <2      |                  |
| T<br>C<br>L<br>P<br><br>B<br>N<br>A                               | Cresols (ppm)             | 0.10    | <0.02   | 0.13    | <0.02   | 0.07    | 200              |
|   | 1, 4-Dichlorobenzene      | <0.02   | <0.02   | <0.02   | <0.02   | 0.03    | 7.5              |
|   | 2, 4-Dinitrotoluene       | <0.02   | <0.02   | <0.02   | 0.04    | <0.02   | 0.13             |
|   | Hexachlorobenzene         | <0.02   | <0.02   | <0.02   | 0.05    | 0.02    | 0.13             |
|   | Hexachloro-1, 3-butadiene | <0.015  | 0.50    | <0.02   | 0.02    | 0.08    | 0.5              |
|   | Nitrobenzene              | <0.02   | <0.02   | <0.02   | <0.02   | 0.38    | 2                |
|   | Pentachlorophenol         | 0.07    | 0.07    | <0.05   | <0.05   | 0.10    | 100              |
|   | Pyridine                  | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 5                |
|   | 2, 4, 5 Trichlorophenol   | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 400              |
|   | 2, 4, 6 Trichlorophenol   | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 2                |
|   | Hexachloroethane          | <0.02   | <0.02   | 0.03    | <0.02   | 0.05    | 3                |
| T<br>C<br>L<br>P<br><br>V<br>O<br>L<br>A<br>T<br>I<br>L<br>E<br>S | Benzene                   | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.5              |
|   | Carbon Tetrachloride      | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.5              |
|   | Chlorobenzene             | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 100              |
|   | Chloroform                | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 6                |
|   | 1, 2-Dichloroethane       | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.5              |
|   | 1, 1-Dichloroethane       | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.7              |
|   | 2-Butanone (MEK)          | <.5     | <.5     | <.5     | <.5     | <.5     | 200              |
|   | Tetrachloroethene         | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.7              |
|   | Trichloroethene           | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.5              |
|   | Vinyl Chloride            | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 0.2              |
| T<br>C<br>L<br>P<br><br>M<br>E<br>T<br>A<br>L<br>S                | Silver                    | <0.01   | <0.01   | <0.01   | <0.01   | <0.01   | 5                |
|   | Lead                      | <0.1    | <0.1    | <0.1    | <0.1    | 1.0     | 5                |
|   | Cadmium                   | <.005   | <.005   | <.005   | <.005   | <.005   | 1                |
|   | Chromium                  | <0.05   | <0.05   | <0.05   | <0.05   | <0.05   | 5                |
|   | Arsenic                   | <0.001  | 0.003   | 0.008   | <0.01   | <0.001  | 5                |
|   | Mercury                   | <0.0002 | <0.0002 | <0.0002 | <0.0002 | <0.0002 | 0.2              |
|   | Barium                    | 1.5     | <0.1    | <0.1    | 23      | 15      | 100              |
|   | Selenium                  | 0.0005  | 0.03    | <0.002  | <0.002  | <0.002  | 1                |

Full Laboratory Analysis in Appendix B

CDF001189

Samples Taken in Fall of 1994. Hammontree & Associates and Canton Drop Forge are not responsible for the accuracy of the results. Samples

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taken are not necessarily representative of the material removed from the ~~area~~. Analysis should not be used for bidding purposes.